

MEETING AGENDA

**CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, APRIL 11, 2018
5:30 P.M.**

MONTEBELLO CITY COUNCIL

**VANESSA DELGADO
MAYOR**

**JACK HADJINIAN
MAYOR PRO TEM**

**ART BARAJAS
COUNCILMEMBER**

**WILLIAM M. MOLINARI
COUNCILMEMBER**

**VIVIAN ROMERO
COUNCILMEMBER**

**CITY CLERK
IRMA BARAJAS**

**CITY TREASURER
ASHOD MOORADIAN**

CITY STAFF

**ACTING CITY MANAGER
Andrew G. Pasmant**

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

DEPARTMENT HEADS

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

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

OPENING CEREMONIES

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

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title III203+)*

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

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

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

***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

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

4. **CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: J. Calleros v City of Montebello (Workers Compensation case)
5. **CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: E. Llamas v City of Montebello (Workers Compensation case)
6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
One Matter
7. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code No. 54956.9(a)
Name of Cases Pending on Appeal: City of Montebello v. Vasquez , et. al. (Cal.Supreme Ct. Case No. S219053 – 2nd Dist. Civ. Case No. B245959 – LASC Case No. BC488767); Torres v. City of Montebello et. al. (2nd Dist. Civ. Case No. B246515 – LASC Case No. BS120272); Arakelian Enterprises, Inc. v. City of Montebello, et. al. (2nd Dist. Case No. B246526 – LASC Case No. BS138950)
8. **CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: Costco v. City of Montebello Successor Agency
9. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54945.9
Property: 1213 West Olympic Blvd.
Agency negotiator: Andrew Pasmant, City Manager
Negotiating parties: Newcastle
Under negotiation: Price and terms
10. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957(b)(1)
Title: City Manager

REGULAR SESSION

11. INVOCATION

PLEDGE OF ALLEGIANCE

12. PRESENTATION

A. ARMENIAN GENOCIDE COMMEMORATION

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

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

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

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

15. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

16. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 17. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception **Item Nos. 18, 19** and any items upon which a member of the public or a member of the City Council has requested to speak. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

- 18. PUBLIC HEARING: GENERAL PLAN AMENDMENT (GPA02-18), DENSITY OVERLAY (DO02-18), ZONE CHANGE (ZC02-18), PLANNED DEVELOPMENT (PD02-18), AND TENTATIVE TRACT MAP 81329 (TTM02-18) FOR THE DEVELOPMENT OF 17 TOWNHOMES1029 MONTEBELLO BOULEVARD**

COMMENT: The applicant is requesting the following a General Plan Amendment to change the land use designation from Industrial to High Density Residential; a Density Overlay to increase the density to 38 units per acre; Zone Change to add the Planned Development District Overlay to underlying R-3 zone district; Planned Development for a residential development consisting of 17 three-story townhomes; and Tentative Tract Map for condominium purposes 17-unit residential townhome

There is no fiscal impact.

RECOMMENDATION: It is recommended that the City Council hold a public hearing and: (1) Adopt Council Resolution to approve General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Planned Development (PD02-18), Tentative Tract Map 81329 (TTM02-18) and

Certify the Mitigated Negative Declaration and the mitigation measures for a 17 townhomes residential development; (2) Adopt Ordinance to approve the Zone Change (ZC02-18) and conduct the 1st Reading of the Ordinance; and (3) Set 2nd Reading at the next City Council Meeting.

19. PUBLIC HEARING - QUIMBY ACT FEE

RECOMMENDATION: It is recommended that the City Council conduct a public hearing and continue the item to the next City Council Regular Meeting on April 11, 2018.

CONSENT MATTERS

20. AUTHORIZE RETENTION OF GOLF COURSE CONSULTANT

COMMENT: The City Council will consider the request to award a contract and a resolution appropriating the required funds to perform an operational and economic performance review of all aspects of the Golf Course.

The cost of the consultant would be funded from General Fund Reserves.

RECOMMENDATION: That the City Council authorize the retention of Tom Frost Golf, Inc. (TFG) to perform an operational and economic performance review of all aspects of the City's Municipal Golf Course for the amount of \$14,700, authorize the Acting City Manager to execute a Professional Services Agreement on behalf of the City and approve a resolution of appropriation of \$18,375 to complete the proposed project, including a project contingency of 25%.

21. MONTEBELLO HOUSING DEVELOPMENT CORPORATION, REQUEST FOR A 12-MONTH EXTENSION OF TIME FOR TENTATIVE PARCEL TRACT MAP NO. 72524 AT 924 CAROB WAY

COMMENT: On April 13, 2016, the City Council adopted Resolution No. 16-21 approving Tentative Parcel Tract Map No. 72524 for 924 Carob Way. Pursuant to California Government Code 66452.6(a)(1), an approved tentative parcel tract map expires 24 months after its approval unless an extension is granted. Inasmuch said tentative map is scheduled to expire on April 12, 2018 and the applicant is requesting an extension of time. Pursuant to California Government Code 66452.6(e), the map's new expiration date would be April 12, 2019.

No impact on the General Fund.

RECOMMENDATION: It is recommended that the City Council adopt the Resolution approving a 12-month time extension for Tentative Parcel Tract Map No. 72524 at 924 Carob Way.

22. ACCEPTANCE OF 2016 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD AND APPROPRIATE FUNDS TO FACILITATE SMART CLASSROOM

COMMENT: The City Council will consider approving acceptance of the 2016 State Homeland Security Program (SHSP) Grant Award, appropriate funds to facilitate the installation of the SMART Classroom, and apply and receive Grant monies to reimburse the City of Montebello for expenditures.

This State Homeland Security Program (SHSP) Grant does not require a match of any kind from the City of Montebello, but it does require the City of Montebello to fund the work prior to reimbursement. The expected cost of \$50,000.00 is available from the City of Montebello, Fire Department Maintenance and Operations Budget.

RECOMMENDATION: That the City Council approve acceptance of the 2016 State Homeland Security Program (SHSP) Grant Award ("Grant"), appropriate funds to facilitate the installation of the SMART Classroom, and apply and receive Grant monies to reimburse the City of Montebello for expenditures.

- 23. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (DA01-18) BETWEEN THE CITY OF MONTEBELLO AND BECKER BOARDS SMALL, LLC**

RECOMMENDED ACTION: Move to waive the second reading and adopt the ordinance.

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

RECOMMENDED ACTION: Adopt the proposed resolution approving the Warrant Register dated April 11, 2018.

- 25. APPROVAL OF MINUTES: SPECIAL MEETINGS OF NOVEMBER 29 AND DECEMBER 5, 2017 AND REGULAR MEETING OF DECEMBER 13, 2017**

RECOMMENDED ACTION: Move to approve and file said minutes.

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

COUNCIL ORALS

- 26. COUNCILMEMBER ROMERO**

None.

- 27. COUNCILMEMBER MOLINARI**

None.

- 28. COUNCILMEMBER BARAJAS**

None.

- 29. MAYOR PRO TEM HADJINIAN**

None.

- 30. MAYOR DELGADO**

None.

ADJOURNMENT

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Zone Change (ZC02-18), Planned Development (PD02-18), and Tentative Tract Map 81329 (TTM02-18) for the development of 17 townhomes1029 Montebello Boulevard.

DATE: April 11, 2018

RECOMMENDATION

It is recommended that the City Council hold a public hearing and:

1. Adopt Council Resolution to approve General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Planned Development (PD02-18), Tentative Tract Map 81329 (TTM02-18) and Certify the Mitigated Negative Declaration and the mitigation measures for a 17 townhomes residential development;
2. Adopt Ordinance to approve the Zone Change (ZC02-18) and conduct the 1st Reading of the Ordinance; and
3. Set 2nd Reading at the next City Council Meeting.

BACKGROUND

PROJECT SITE AND DESCRIPTION

The project area consists of one parcel totaling approximately 0.52 acres in size and is located mid-block between Washington Boulevard and Tola Street and fronts Montebello Boulevard. The parcel is improved with a single-family residence. It is the applicant's intent to demolish the existing building and develop the parcel with market rate for-sale residential townhomes that provides new housing opportunities to the community.

The residential development consists of 17 three-story townhomes on 0.52 acres. The townhome units are clustered with a centralized drive aisle. Floor plans will be 1,736 to 2,035 square feet of living space with two to three bedrooms, two and one-half bathrooms, and attached two-car side-by-side and six guest parking spaces. Proposed parking for the residential component will be 34 garage spaces 6 guest spaces. Vehicular access will be from Montebello Boulevard.

Architecture for the townhomes will feature a blend of modern-contemporary design with modern techniques including simple massing and variety of materials.

ANALYSIS

PLANNING COMMISSION

On March 6, 2018, the Planning Commission held a public hearing and recommended that the City Council approve the development of 17 residential townhomes located at 1029 South Montebello Boulevard.

PLANNED DEVELOPMENT

A Planned Development District (“PD”) is a master planning mechanism for the development of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development. This master planning mechanism allows for a comprehensive approach to development on a single parcel or contiguous parcels of land under single or joint ownership, and allows flexibility in land use controls required by its zoning designation. The Planned Development mechanism encourages the use of alternative design options to ensure more efficient utilization of land in the community. An approved Planned Development will be designated on the official zoning map with a “PD” designation.

The Planned Development mechanism is appropriate for larger sites with unique characteristics. In this case, a Planned Development approach addresses the qualities of the subject site’s uniqueness related to its size, topography, and limited frontage along Montebello Boulevard. Master planning the design to make use of the location allows for a higher quality project, while minimizing potential adverse impacts to the nearby residential and industrial properties.

The proposed residential project is designed with 17 market rate residential units. The residential buildings are from three stories in height. Floor plans features 1,736 to 2,035 square feet of living space with two to three bedrooms, two and one-half bathrooms, and attached two-car side-by-side, and six guest parking spaces. The proposed parking for the residential component will be 34 garage spaces and 6 guest spaces.

In evaluating this project, the applicant is requesting flexibility in increasing the density and reduced setbacks and increased lot coverage.

PARKING

The applicant is proposing the standard side-by-side garage parking and 6 guest parking spaces. No relief in parking standards or requirements is part of this proposed development.

ZONE CHANGE

The applicant has submitted a Zone Change application changing the zoning designations from R-3 (Multiple Family Residential) to R-3-PD-D-38 (Multiple Family Residential, Planned Development, Density Overlay 38 units per acre). In considering the proposed changes, staff evaluates the existing zoning designations versus the proposed changes. The proposed zone change would allow the establishment of a Precise Plan of Development that would establish a land use pattern that has high density residential on the subject site which is consistent with the goals of the General Plan.

GENERAL PLAN AMENDMENT

The applicant has submitted a General Plan Amendment application changing the subject site from Industrial to High Density Residential. Based on State land use law, both the General Plan and Zoning designations are required to be consistent. As such, a General Plan Amendment is desired for the same reasons as the Zone Change described above and is required to be processed along with the Zone Change to ensure internal consistency.

DENSITY OVERLAY

The applicant has also submitted a request to increase the allowed residential density for the project. The Zoning Code allows for this flexibility through the establishment of a Density Overlay. The purpose of a Density Overlay is to promote the orderly, harmonious development of residential areas and to insure that densities are consistent with the City's General Plan. The applicant is requesting a density of up to 38 dwelling units per acre for the property. The General Plan anticipates higher density residential development along major commercial corridors such as Whittier Boulevard. In implementing the General Plan allows higher density along major corridors such as Montebello Boulevard.

DEPARTMENT COMMENTS

Planning Staff forwarded the application to the other City Hall Departments, Police Department, and Fire Department. All comments have been incorporated through design and conditions.

PUBLIC COMMENTS RECEIVED

During the March 6, 2018 Planning Commission there were comments from three (3) of the neighboring property owners. There concerns were as follows:

1. Is there any setback between the proposed project and the existing residential units?
2. Did not like the style of the townhomes.

3. Neighbors had not been given the opportunity to provide input into the design and project.

In response, the applicant has reached out again to the neighbors and met with them to discuss their concerns.

Pursuant to Section 17.78 (Public Hearings, Notices and Appeals) of the MMC, the following noticing was performed:

- Public Hearing Noticing was published in the newspaper on March 2, 2018; and
- Public Hearing Notice was mailed on March 2, 2018 to property owners and occupants of buildings within 300 hundred feet of the site boundaries.

Staff has not received any public comments regarding the project, since the March 6, 2018 Planning Commission meeting and as of the writing of this report.

FISCAL IMPACT

None

SUMMARY

The applicant is requesting the following a General Plan Amendment to change the land use designation from Industrial to High Density Residential; a Density Overlay to increase the density to 38 units per acre; Zone Change to add the Planned Development District Overlay to underlying R-3 zone district; Planned Development for a residential development consisting of 17 three-story townhomes; and Tentative Tract Map for condominium purposes 17-unit residential townhome

ATTACHMENTS

- Draft Resolution
- Draft Ordinance
- Public Hearing Notice
- Application
- Plans

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT (GPA02-18), DENSITY OVERLAY (DO02-18), PLANNED DEVELOPMENT (PD02-18), AND TENTATIVE TRACT MAP 81329 (TTM02-18), AND ADOPTION AND CERTIFY THE CEQA MITIGATED NEGATIVE DECLARATION, FOR A 17 UNIT RESIDENTIAL TOWNHOME PROJECT AT 1029 SOUTH MONTEBELLO BOULEVARD.

WHEREAS, the General Plan Amendment (GPA02-18), Density Overlay (DO02-18); Zone Change (ZC02-18), Planned Development (PD0-18), and Tentative Tract Map 81329 (TTM02-18) applications have been received and accepted;

WHEREAS, the General Plan Amendment (GPA02-18) would change the Land Use Designation from Industrial to High Density Residential;

WHEREAS, the Density Overlay (DO02-18) would increase the density to 38 dwelling units per acre;

WHEREAS, the Planned Development would allow a market rate for-sale 17 unit residential townhome project;

WHEREAS, the Tentative Tract Map 81329 (TTM02-18) will consolidate create 18 air parcels for condominium purposes;

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, the said project is considered a “project”, per the California Environmental Quality Act definition of a “project”;

WHEREAS, a Mitigated Negative Declaration was prepared which analyzed the potential environmental impacts and found with mitigation the potential environmental impacts can be reduced to a significance threshold of Less Than Significant; and

WHEREAS, a duly notice public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the City Council of the City of Montebello resolves that:

SECTION 1. INCORPORATION OF RECITALS. The City Council for the City of Montebello finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Resolution as substantive findings.

SECTION 2. CEQA. That the City Council make such findings and adopt and certify a CEQA Mitigated Negative Declaration, in accordance with CEQA Guidelines

SECTION 3. PLANNED DEVELOPMENT. The City Council hereby approves the Planned Development (PD02-18) based on the following findings of fact.

1. The proposed residential project is in compliance with the provisions of the Planned Development Chapter of the Montebello Municipal Code. The proposed Planned Development application will allow the adoption of a Precise Plan of Development allowing 17 residential condominium units. A Planned Development is a master planning mechanism for the development of parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development. Due to the uniqueness of the site, size, and limited frontage along Whittier Boulevard, a Planned Development is the appropriate tool for development of the site. As proposed, the precise plan of development will allow for a more superior development than what could be achieved under the current zoning and will be consistent with the Montebello Municipal Code.
2. Is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the general plan, and with any applicable specific plan. The proposed Precise Plan of Development will allow the creation of 17 air parcels/condominiums that will be in compliance with the subdivision regulations. The proposal is also consistent with the general intent of the zoning regulations in that the proposal establishes a transition of zoning districts that minimizes land use impacts, and is consistent with the General Plan vision to allow higher density along the major corridors.
3. Is compatible with present and future development of the property within the immediate vicinity. Specifically, the existing residential and commercial/industrial uses that immediate vicinity. As proposed, the adoption of a Precise Plan of Development will provide a better transition between the existing districts. This will provide a clear transition of land uses, and the Precise Plan of Development will ensure the proper placement of buildings and uses. Therefore, the project is compatible with the development pattern in the vicinity.
4. Is consistent with the general peace, health, safety and general welfare. The proposed project is compatible with the surrounding uses ensuring the general peace, health, safety, and welfare in the area.
5. That the permitted uses and development standards adopted as part of the Planned Development will not be detrimental to present and

potential surrounding uses. The proposed Precise Plan of Development allows for the subject site to be master planned in such a way so as to minimize impacts to the abutting residential and commercial/industrial uses. The project is compatible to the surrounding uses. Although the project may not meet all the strict applications of the code as it relates to building height, setbacks, and lot coverage, the Precise Plan of Development is a functional design that takes the unique qualities of the site into account. The proposed development has been designed to accommodate the property's irregular shape to be developed in a way that has a beneficial effect and minimizes its visual impact to the surrounding area.

6. That the proposed on-site driveways and access are adequate in size to accommodate the traffic volume generated by the proposed Planned Development, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Development boundary.
7. That the exceptions, if any, from the development standards of the zoning code are warranted by the design and amenities, as incorporated, are in accord with adopted policies of the Planning Commission and the City Council. The proposed Precise Plan of Development allows for the master planning of the site. Although the project may not meet all the strict application of the code as it relates to building height, setbacks, and lot coverage, the Precise Plan is a functional design that takes the unique qualities of the site into account. In addition, the proposed development has been designed to accommodate the property's irregular shape to be developed in a way that minimizes its visual impact to the surrounding area.
8. That the existing or proposed utility services and facilities are adequate for the proposed population densities and residential use. The utility providers in the community have indicated that they can accommodate the addition of 17 residential townhome units.
9. That the proposed buildings and structures are situated in such a manner to minimize impacting the privacy of existing abutting residential uses.

SECTION 4. CONDITIONS. The City Council finds that the foregoing conditions of approval are necessary and appropriate.

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and

expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.

2. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law.
3. The development and utilization of the subject site shall substantially conform to the approved precise plan and tentative tract map, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
4. The construction shall be limited to the allowed days and times per the Montebello Municipal Code and shall apply all Best Management Practices, including but not limited to dust control and noise control.
5. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Planned Development (PD02-18).
6. The Director of Planning and Community Development, at any time, can call for a review of the approved precise plan associated with the Planned Development (PD02-18), Tentative Tract Map, and/or conditions of approval at a duly noticed public hearing before the Planning Commission. Modifications or new condition(s) may be added to reduce any impacts of the use. The Planning Commission may revoke the Planned Development (PD02-18) if sufficient cause is given.
7. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
8. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
9. Any change, expansion, intensification and/or modification to the approved precise plan, Tract Map, use, or mode of operation shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

10. The property owner shall have all graffiti on-site removed within 24 hours of its appearance.
11. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions.
12. The property owner or Homeowners Association shall take the necessary steps to assure the orderly conduct of residents and visitors on the premises.
13. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
14. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.
15. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
16. The approval of this Planned Development (PD02-18) and Tentative Tract Map shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a building permit or grading permit and continuous improvements or construction.
17. The approval of this Planned Development (PD02-18) and Tentative Tract Map can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
18. In the event of a violation of the precise plan associate with Planned Development (PD02-18), Tentative Tract Map, or conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
19. Any trash, debris, or overgrown vegetation shall be removed from the project site within 24 hours and the project site shall be properly fenced and kept clean to prevent any trash, debris, or overgrown vegetation onto neighboring properties or onto the public right-of-way.
20. If, at any time, a trash, debris, or overgrown vegetation problem arises, the Director of Planning and Community Development may require a

clean-up plan to be submitted and reviewed. The clean-up plan shall include a schedule of time and frequency of clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the property owner to post a bond to ensure clean-up compliance.

21. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
22. All signage is subject to final review and approval by the Director of Planning and Community Development.
23. All temporary signage is subject to the restrictions of the City's sign ordinance.
24. No pay telephone(s) on the exterior of the premises.
25. Exterior storage of any kind shall be prohibited.
26. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.
27. The following development standards per MMC Section 17.38.070, the required precise plan of development shall conform to the following design criteria:
 - a. The plan shall be comprehensive, with respect to land, buildings, landscaping and their interrelationships;
 - b. The plan shall provide for adequate open space, circulation, off-street parking and pertinent amenities. Buildings, structures and facilities in the project site shall be well integrated, oriented and related to the topographic and natural landscape features of the site, as well as the surrounding development patterns. In situations where multi-story structures are proposed to be developed abutting residentially developed properties, due consideration should be given to the privacy of the existing residential uses;
 - c. The internal street system shall not be a dominant feature in the overall design; rather it should be designed for the efficient and safe flow of vehicles without creating a disruptive influence on the activity and function of any common areas and facilities in the project site;

- d. Common areas and recreational facilities (if provided) shall be readily accessible to the occupants of the dwelling units and shall be related to any common open space provided in the project site;
- e. Architectural harmony within the development and design compatibility with the surrounding existing and expected future development shall be obtained so far as feasible;
- f. The development characteristics such as lot area, frontage and width, coverage, density, yards/setbacks, building heights, landscaping and parking depicted in the plan shall be the standards of the underlying zoning designations. Exceptions to these standards may be allowed by the planning commission and city council when it can be demonstrated that such modified standards would result in more desirable development and are warranted in terms of the relationship of the total proposed development or units thereof to the general plan.

28. The following conditions for planned development district per MMC Section 17.38.100) shall be as follows:

- a. Compliance with Precise Plan of Development. All improvements within a planned development district shall substantially conform to the precise plan of development as adopted, amended or modified;
- b. Construction in Stages. A plan may provide for construction in phases provided that each phase includes a description of location, structures, infrastructure and the timing for completion of all phases does not exceed the time limit established in the plan; and
- c. Covenants, Conditions and Restrictions. Forms for covenants, conditions and restrictions, approved by the city attorney, may be established as a part of each precise plan of development, as the city council may direct, so as to insure compliance with the provisions of this title.

Public Works

29. A final tract map in conformance with the State Map Act is required based on the approved tentative map.

- a. All fees for processing the final map shall be paid.
- b. Submittal of a final map prepared by a State of California registered Civil Engineer and prepared in conformance with the Subdivision Map Act and submitted for review by the City Engineer

30. A title report for the subject property current within 60 days is required. Closure calculations and a traverse are required for the perimeter of the entire area. Legal descriptions are required for any newly created lots. Existing utility easements will remain in place.
31. Preparation and submittal of a Traffic Impact Study (TIS) to the Engineering Division of a prepared by a California Registered Civil Engineer or Traffic Engineer is required. Traffic improvements in addition to those mentioned below will be required based on the recommendations of the TIS. The limits of the TIS will be provided under separate cover. Reconstruction of traffic improvements within the area will be required based on the final TIS.
32. Offsite improvements include but are not limited to the following: A. Update all ADA facilities in the public right of way fronting the subject project; B. Grind and overlay all public streets fronting the project from gutter lip to street centerline; C. Replace all public sidewalks fronting the project; D. Replace any damaged curb and gutter in any public street fronting the project; E. Street trees in irrigated tree wells are required.
33. Grading Plans for onsite improvements and street improvement plans for all offsite improvements shall be prepared by a California Registered Civil Engineer and submitted to the Engineering Division for reviewed with no further comment prior to issuance of any Building permits.
34. A Permit from the Public Works/Engineering Department is required for all onsite grading and offsite improvements.
35. In lieu of constructing the required public improvement prior to approval of the final map, the developer may submit a subdivision agreement and bonds for City Council approval for purposes of deferring the improvements for one year or as approved by the City.
36. Submittal of "Will Serve" letters will be required from all utility companies who will be required to serve this development.
37. Recordation of CC&R's or other documentation as required by the Planning Division that specifies that the property owners of this subdivision will be responsible for the maintenance of all onsite infrastructure including but not limited to roads, utilities and buildings.
38. Prior to issuance of the Building Permit, all conditions and the following additional requirements shall be satisfied:
39. Submittal of a Soils/Geology Report prepared by a registered Geotechnical Engineer/Geologist. The report shall provide soil permeability indexes for all soil types found within the project limits.

40. Submittal of a Hydraulic/Hydrology Report prepared by a Registered Civil Engineer for review and approval by the City Engineer, which includes calculations for any drainage device and which confirms the capacity and condition of the existing drainage system to accept flow from proposed development.
41. Submittal of a NPDES Project Evaluation Form and a Storm Water Pollution Prevention Plan (SWPPP). A sample SWPPP for all projects greater than one acre can be obtained from the following internet site: [www.cabmphandbooks.com/Documents/Construction/Appendix B.pdf](http://www.cabmphandbooks.com/Documents/Construction/Appendix_B.pdf)
42. Submittal of an Urban Storm Water Mitigation Plan (USWMP) per City Ordinance No. 732.
43. Submittal of a Utility Plan for review and approval by the City Engineer and Building & Safety Department for the construction of any proposed offsite or private onsite sanitary sewer and water systems. Show all proposed underground utilities that would service the proposed development.
44. In lieu of constructing the required public improvement prior to approval of the final map or issuance of Building Permits, the developer may submit a subdivision agreement and bonds for City Council approval of deferring the improvements for one year or as approved by the City.
45. A Sewer Study is required. The limits of the study will be provided under separate cover after the City has seen Preliminary Plumbing Plans. The Developer will provide a video record of all sewers within the study area to determine their existing condition. Sewers will be monitored for a 14-day period to determine existing flow rates. The study will provide calculations for pre-project and post-project flows. Sewer improvements will be determined after the sewer study is reviewed. The study will be signed and stamped by a registered California Civil Engineer.
46. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

Fire

47. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon approval by the City Council.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Bernal-Barajas
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO RECLASSIFYING CERTAIN HEREIN DESCRIBED REAL PROPERTIES FROM R-3 (HIGH DENSITY RESIDENTIAL) TO R-3-PD-D-38 (GENERAL COMMERCIAL, PLANNED DEVELOPMENT, DENSITY OVERLAY-38 UNITS PER ACRE).

WHEREAS, the Zone Change (ZC02-18) application has been received and accepted;

WHEREAS, the Zone Change would add the Planned Development District Overlay and Density Overlay to the R-3 zone district;

WHEREAS, the Planned Development with the Density Overlay would allow a higher density residential use;

WHEREAS, the Planning Commission held a duly noticed public hearing adopted Planning Commission Resolution No. _____ to recommend that the City Council approve the Zone Change; and

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

NOW, THEREFORE, the City Council of the City of Montebello ordains that:

SECTION 1. **INCORPORATION OF RECITALS.** The City Council for the City of Montebello finds and declares that the foregoing recitals are true and correct, and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. **CEQA.** The City Council certified the Mitigated Negative Declaration on April 11, 2018 through City Council Resolution No. _____.

SECTION 3. **ZONE CHANGE.** The City Council hereby approves the Zone Change (ZC02-18) based on the following findings of fact.

- a. The Zone Change would be in compliance with the Montebello Municipal Code Section 17.76.010 because the City may change the zoning designation on a property when doing so would be in the public interest, convenience and necessity and is in the best interest of the City in achieving the goals and policies of the General Plan.

SECTION 4. **ZONING MAP.** City staff is hereby directed to amend the City's official Zoning Map to change the zoning designation for the Project Site from R-3 (High Density Residential) to C-2-PD-D-38 (High Density Residential, Planned Development, Density Overlay at 38 units per acre).

That notwithstanding provisions of Section 17.76.040 of the Montebello Municipal Code, the real properties above described are reclassified as set forth.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Montebello hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED, APPROVED AND ADOPTED this 11th day of April, 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Irma Barajas, City Clerk



NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO CITY COUNCIL

General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Zone Change (ZC02-18), Planned Development (PD02-18), and Tentative Tract Map (TTM02-18)

1029 South Montebello Boulevard

Project Description: A General Plan Amendment to change the land use designation from Industrial to High Density Residential, a density overlay to increase the density to 38 units per acre, a zone change to add the Planned Development District Overlay to underlying R-3 zone district, a Planned Development for a residential development consisting of 17 three-story townhomes with 34 garage parking spaces and six guest parking spaces, and a Tentative Tract Map for condominium purposes located at 1029 South Montebello Boulevard.

Zone: R-3

General Plan Designation: Industrial

Environmental: The proposal is considered a "Project". An Initial Environmental Study recommending a Mitigated Negative Declaration was prepared and filed.

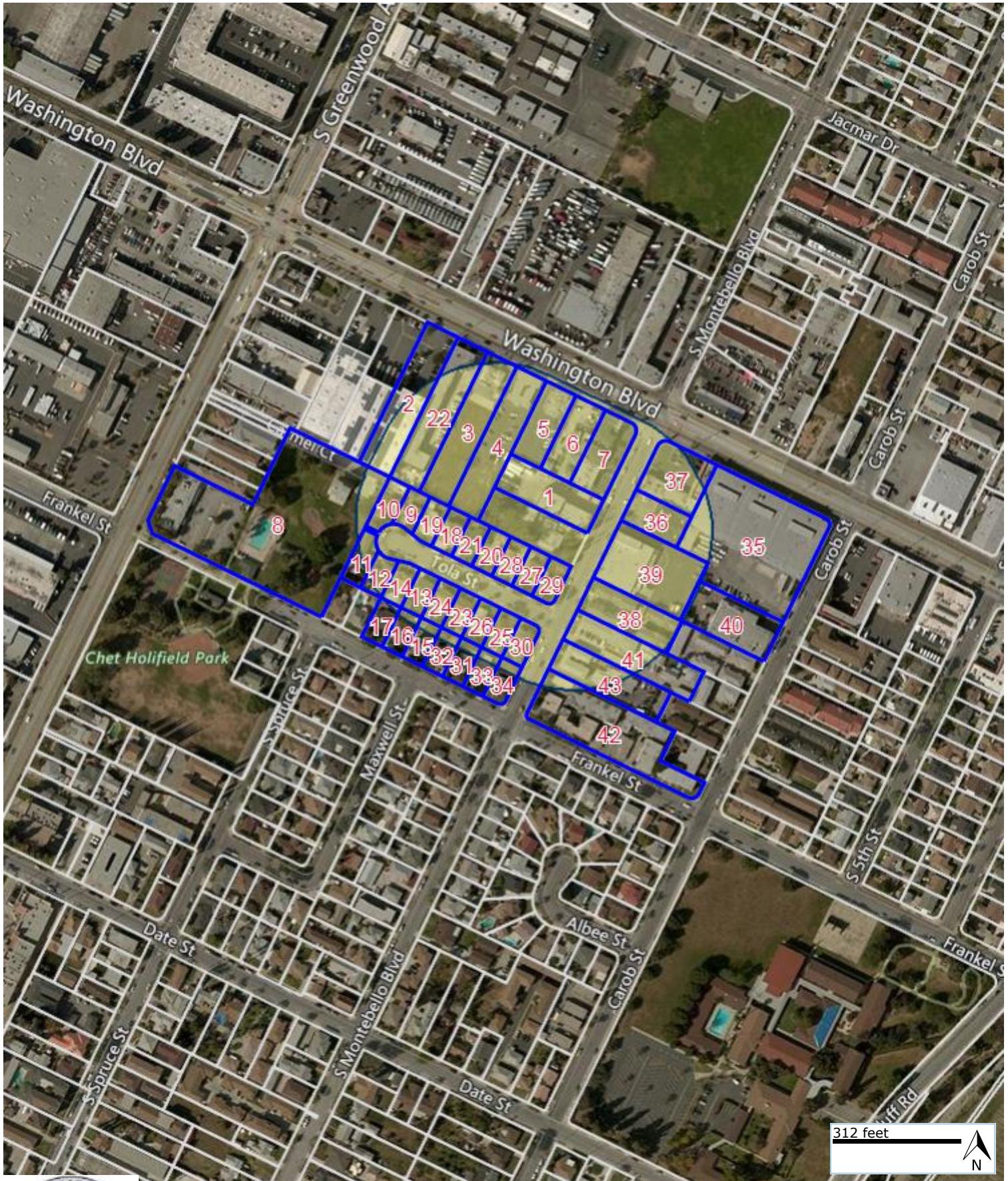
NOTICE IS HEREBY GIVEN that the City of Montebello Council will hold a public hearing on the said application. The meeting is scheduled on:

Date: Wednesday, April 11, 2018
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Council via the City Clerk, whose office is located in the City Clerk Office of City Hall, or by email at lguzman@cityofmontebello.com. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

Communications to the City Council are public records and will become part of the City's files and records.

Further information is available by contacting the City Clerk or Planning Manager Mathew Feske at mfeske@cityofmontebello.com.



BALLARD, MELVIN L
10604 SPY GLASS HILL RD
WHITTIER CA 90601-1924

Current Occupant
1021 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6145

FONG, DANIEL D
855 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

Current Occupant
841 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

RADMEHR, SAEED
829 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

YORK PROPERTIES LLC
5823 YORK BLVD
LOS ANGELES CA 90042-2634

Current Occupant
825 WASHINGTON BLVD
MONTEBELLO CA 90640-6179

YORK PROPERTIES LLC
5823 YORK BLVD
LOS ANGELES CA 90042-2634

Current Occupant
817 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

NOMURA, JAY T
801 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

Current Occupant
809 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

NOMURA, JAY T
801 WASHINGTON BLVD
MONTEBELLO CA 90640-6123

MONTEBELLO CITY
847 CARMEL CT
MONTEBELLO CA 90640-

CERDA, STEVEN
828 TOLA ST
MONTEBELLO CA 90640-6122

HERRERA, ALEJANDRO SALVADOR
832 TOLA ST
MONTEBELLO CA 90640-6122

PADILLA, ALFONSO J
833 TOLA ST
MONTEBELLO CA 90640-6121

GARCIA, JESUS M
829 TOLA ST
MONTEBELLO CA 90640-6121

TORRES, CARMEN M
821 TOLA ST
MONTEBELLO CA 90640-6121

MENDEZ, AGAPITA MORALES
825 TOLA ST
MONTEBELLO CA 90640-6121

REYES, LIZ R
816 FRANKEL AVE
MONTEBELLO CA 90640-6110

JANSSEN, ALLEN E
820 FRANKEL AVE
MONTEBELLO CA 90640-6110

AVILA, SANDRA N
824 FRANKEL AVE
MONTEBELLO CA 90640-6110

GALVAN, JOSE H
820 TOLA ST
MONTEBELLO CA 90640-6122

HOSHINO JOES AND KIMIKA TRS
617 S GREENWOOD AVE
MONTEBELLO CA 90640-5548

Current Occupant
824 TOLA ST
MONTEBELLO CA 90640-6122

XIAO, AMY H
2624 COMMODORE ST
LOS ANGELES CA 90032-2507

Current Occupant
812 TOLA ST
MONTEBELLO CA 90640-6122

MEDINA, EDGARDO
816 TOLA ST
MONTEBELLO CA 90640-6122

WANG, YUAN LUNG
7935 E RING ST
LONG BEACH CA 90808-3155

Current Occupant
837 WASHINGTON BLVD
MONTEBELLO CA 90640-6181

RUVALCABA, ROCIO
813 TOLA ST
MONTEBELLO CA 90640-6121

PLACENCIA, JOSE
817 TOLA ST
MONTEBELLO CA 90640-6121

ESQUEDA, ANGELIQUE
805 TOLA ST
MONTEBELLO CA 90640-6121

RAMIREZ, LOUIS S
809 TOLA ST
MONTEBELLO CA 90640-6121

MARTINEZ, MARY J
804 TOLA ST
MONTEBELLO CA 90640-6122

ATILANO, LUIS EDMUND
808 TOLA ST
MONTEBELLO CA 90640-6122

NAJERA ALFONSO SR CO TR
1327 MASSER PL
MONTEBELLO CA 90640-3311

Current Occupant
800 TOLA ST
MONTEBELLO CA 90640-6122

ARANDA, YOLANDA YVONNE
14110 HIGH ST
WHITTIER CA 90605-1538

Current Occupant
801 TOLA ST
MONTEBELLO CA 90640-6121

MEDINA, VIELA
808 FRANKEL AVE
MONTEBELLO CA 90640-6110

BECERRA, BRYAN
812 FRANKEL AVE
MONTEBELLO CA 90640-6110

MALDONADO, CARLOS H
804 FRANKEL AVE
MONTEBELLO CA 90640-6110

ANDRADA, PAULINE H
800 FRANKEL AVE
MONTEBELLO CA 90640-6110

LINEN, MISSION SUPPLY
PO BOX 1299
SANTA BARBARA CA 93102-1299

Current Occupant
701 WASHINGTON BLVD
MONTEBELLO CA 90640-6222

103 COLIMA LLC
936 CRENSHAW BLVD # 100
LOS ANGELES CA 90019-1957

Current Occupant
1010 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6116

CHHOEU, HENG UN
5289 CERRITOS AVE
LONG BEACH CA 90805-6001

Current Occupant
733 WASHINGTON BLVD
MONTEBELLO CA 90640-6222

NOMURA, JAY TADAO
1201 S BLUFF RD
MONTEBELLO CA 90640-6406

Current Occupant
1018 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6182

ALVAREZ, ALFRED J
1001 CITRUS DR
LA HABRA CA 90631-2673

Current Occupant
1014 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6116

LIU, PAN RONG
1025 CAROB WAY
MONTEBELLO CA 90640-6208

BALLARD, MELVIN L
10604 SPY GLASS HILL RD
WHITTIER CA 90601-1924

Current Occupant
1022 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6165

GONZALEZ, ENOC
700 FRANKEL AVE APT E2
MONTEBELLO CA 90640-6194

HARRIS, RICHARD
700 FRANKEL AVE APT E4
MONTEBELLO CA 90640-6194

PICASSO, ALEXIS
700 FRANKEL AVE APT E1
MONTEBELLO CA 90640-6194

SHIMIZU, NORIHIKO
700 FRANKEL AVE APT E3
MONTEBELLO CA 90640-6194

SAHAGUN, MIGUEL
700 FRANKEL AVE APT E5
MONTEBELLO CA 90640-6194

DELGADO, NATALIE Y
740 FRANKEL AVE APT A4
MONTEBELLO CA 90640-6177

VASQUEZ, MARIO
740 FRANKEL AVE APT A6
MONTEBELLO CA 90640-6177

IBARRA, LUIS
1008 MICHELLE CT
MONTEBELLO CA 90640-3467

Current Occupant
740 FRANKEL AVE APT A3
MONTEBELLO CA 90640-6177

HO, QUANG
PO BOX 6051
EL MONTE CA 91734-2051

Current Occupant
740 FRANKEL AVE APT A7
MONTEBELLO CA 90640-6177

GONZALEZ, RENE
740 FRANKEL AVE APT A1
MONTEBELLO CA 90640-6177

TAN, CINDY SIEWKEE
740 FRANKEL AVE APT A2
MONTEBELLO CA 90640-6177

GRANADOS, ELBA I
740 FRANKEL AVE APT A8
MONTEBELLO CA 90640-6177

CHEN, HSIN PING
618 SEFTON AVE
MONTEREY PARK CA 91755-4148

Current Occupant
740 FRANKEL AVE APT A5
MONTEBELLO CA 90640-6177

NAVARRO, ARTURO
730 FRANKEL AVE APT B9
MONTEBELLO CA 90640-6146

BARRAZA, LUCAS
730 FRANKEL AVE APT B4
MONTEBELLO CA 90640-6146

CHAVEZ TRUST
746 S HILLVIEW AVE
LOS ANGELES CA 90022-3204

Current Occupant
730 FRANKEL AVE APT B7
MONTEBELLO CA 90640-6146

BOBADILLA, RICARDO
730 FRANKEL AVE APT B10
MONTEBELLO CA 90640-6146

MARTINEZ, PABLO
710 FRANKEL AVE APT D6
MONTEBELLO CA 90640-6195

Current Occupant
730 FRANKEL AVE APT B8
MONTEBELLO CA 90640-6146

RODRIGUEZ, AIRAM ZERETH
730 FRANKEL AVE APT B5
MONTEBELLO CA 90640-6146

CHAVEZ, ROBERTO U
905 MICHELLE CT
MONTEBELLO CA 90640-3466

Current Occupant
730 FRANKEL AVE APT B3
MONTEBELLO CA 90640-6146

MENDOZA, JOSE L
9402 LOCH AVON DR
PICO RIVERA CA 90660-2817

Current Occupant
730 FRANKEL AVE APT B6
MONTEBELLO CA 90640-6146

AMHAZ, MAHMOUD F
730 FRANKEL AVE APT B1
MONTEBELLO CA 90640-6190

LIRA, OLGA MENDOZA
730 FRANKEL AVE APT B2
MONTEBELLO CA 90640-6146

CASTELLANOS, SERGIO
720 FRANKEL AVE APT C2
MONTEBELLO CA 90640-6197

GOVEA, CONCEPCION
720 FRANKEL AVE APT C3
MONTEBELLO CA 90640-6197

UNGSON, BERNA D
720 FRANKEL AVE APT C7
MONTEBELLO CA 90640-6197

MACIAS, DENISSE A
720 FRANKEL AVE APT C1
MONTEBELLO CA 90640-9600

MA, ALBERT
720 FRANKEL AVE APT C5
MONTEBELLO CA 90640-6197

GARCIA, CARLOS
720 FRANKEL AVE APT C6
MONTEBELLO CA 90640-6197

LUCKY 99 LLC
8411 E BROADWAY
SAN GABRIEL CA 91776-1952

Current Occupant
720 FRANKEL AVE APT C4
MONTEBELLO CA 90640-6197

MARTINEZ, PABLO
710 FRANKEL AVE APT D6
MONTEBELLO CA 90640-6195

LIZARRARAS, ERNEST G
11113 HOWARD ST
WHITTIER CA 90606-1427

Current Occupant
710 FRANKEL AVE APT D2
MONTEBELLO CA 90640-6196

PALMA, DAVID
1601 S RAYMOND AVE
ALHAMBRA CA 91803-3049

Current Occupant
710 FRANKEL AVE APT D3
MONTEBELLO CA 90640-6195

RAMIREZ, SEVERO
710 FRANKEL AVE APT D5
MONTEBELLO CA 90640-6195

SHEU, LIN YU FENG
710 FRANKEL AVE APT D4
MONTEBELLO CA 90640-6195

SARAO, FELIX
710 FRANKEL AVE APT D1
MONTEBELLO CA 90640-6196

RITZ EQUITY MANAGEMENT INC
17700 CASTLETON ST STE 358
CITY OF INDUSTRY CA 91748-5868

Current Occupant
1044 S MONTEBELLO BLVD
MONTEBELLO CA 90640-6100

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MATTHEW FESKE
CITY OF MONTEBELLO/PLANNING
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING
Ad Description: General Plan Amendment (GPA02-18), Density Overlay (DO02-18), Zone Change (ZC02-18), Planned Development (PD02-18), and Tentative Tract Map

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

03/29/2018

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an

Publication	\$214.20
Total	\$214.20

EWA# 3114678

NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO City Council
General Plan Amendment (GPA02-18), Density
Overlay (DO02-18), Zone Change (ZC02-18),
Planned Development (PD02-18), and
Tentative Tract Map (TTM02-18)
1029 South Montebello Boulevard

Project Description: A General Plan Amendment to change the land use designation from Industrial to High Density Residential, a density overlay to increase the density to 38 units per acre, a zone change to add the Planned Development District Overlay to underlying R-3 zone district, a Planned Development for a residential development consisting of 17 three-story townhomes with 34 garage parking spaces and six guest parking spaces, and a Tentative Tract Map for condominium purposes located at 1029 South Montebello Boulevard.
Zone: R-3

General Plan Designation: Industrial

Environmental: The proposal is considered a "Project". An Initial Environmental Study recommending a Mitigated Negative Declaration was prepared and filed.

NOTICE IS HEREBY GIVEN that the City of Montebello Council will hold a public hearing on the said application. The meeting is scheduled on:

Date: Wednesday, April 11, 2018

Time: 6:30 p.m.

Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Council via the City Clerk, whose office is located in the City Clerk Office of City Hall, or by email at lguzman@cityofmontebello.com. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

Communications to the City Council are public records and will become part of the City's files and records.

Further information is available by contacting the City Clerk or Planning Manager Mathew Feske at mfeske@cityofmontebello.com.

3/29/18
EWA-3114678#
MONTEBELLO NEWS



MASTER LAND USE APPLICATION



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

MASTER LAND USE APPLICATION

Type of Approval(s) requested:

- | | | |
|---|--|--|
| ☐ CONDITIONAL USE PERMIT | ☐ GENERAL PLAN AMENDMENT | ☐ ADULT BUSINESS PERMIT |
| ☐ ZONE VARIANCE | ☐ SPECIFIC PLAN | ☐ PARKING MANAGEMENT PLAN |
| ☐ SITE PLAN REVIEW | ☐ PLANNED DEVELOPMENT DISTRICT | ☐ PERMIT EXTENSION |
| ☐ SIGN DEVIATION | ☐ TENTATIVE TRACT MAP | ☐ PERMIT MODIFICATION |
| ☐ PLANNED SIGN PROGRAM | ☐ PARCEL MAP | ☐ APPEAL |
| ☐ ZONE CHANGE | ☐ LOT LINE ADJUSTMENT | ☐ OTHER: _____ |
| ☐ HILLSIDE PLAN REVIEW | ☐ PRELIMINARY PLAN REVIEW | |
| ☐ CIVIC CENTER REVIEW | ☐ NONCONFORMING ENTITLEMENT
TRANSFER/EXTENSION | |

Project(s) Address(es): 1029 S. Montebello Blvd. Montebello CA 90640

Zoning Designation(s): R-3 General Plan Designation(s): Industrial

Project Description (Please describe the proposed project and requested entitlements, including all demolitions, alterations, and new construction. Use additional sheets if necessary):

Planned development of 17 three story town homes each with a two car garage (34 spaces total) and 6 guest parking spaces.

Applicant(s): Casey Hughes, Architect

Address: 1340 E. 6th Suite 507, Los Angeles CA 90021

Phone: 323 308-8033

Fax: _____

E-mail: csh@chughes.net

Contact person: Same as above

Address: _____

Phone: _____

Fax No: _____

E-mail: _____

Property Owner(s): Tsan J Yang

Address: 1029 S. Montebello Blvd. Montebello CA 90640

Phone: (626) 375-9024

Fax: _____

E-mail: tsanshine@gmail.com

CERTIFICATION

I hereby certify that I am the applicant, owner, or designated agent named herein, and that I am familiar with the rules and regulations with respect to preparing and filing this petition for discretionary action, and that the statements and answers contained herein and the information attached are in all respects true and accurate to the best of my knowledge and belief.

Signature: _____

Date: 10/1/2017

DO NOT WRITE BELOW. THIS SPACE FOR STAFF USE ONLY

Date Received: 10 10/1/2017

Case No.: _____

Total Fee(s) Paid: \$ 1,4034.75

Received By: _____

ENVIRONMENTAL INFORMATION FORM

EXISTING PROPERTY INFORMATION

Assessor Parcel Number(s): 6352-007-056

Number of Existing Land Parcels: 1 Future Number of Parcels: 17 (air parcels)

Square Footage of Property: 22,679 sf Average Slope of Land if Over 15%: Under 15%

SURROUNDING LAND USES

North: Industrial South: Industrial

East: Industrial West: Industrial

EXISTING BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Year built	1938			
Number of stories	1			
Hours of operation	-			
Number of employees	-			
UBC occupancy group	Residential			
UBC type of construction	Type V			
Height of building in feet	18'			
Number of housing units	1			
Fire sprinklers? (yes/no)	No			
Number of parking spaces	2			
Total gross square footage	1,631 sf			
Building footprint square footage	1,631 sf			
Number of fixed seats (restaurant)	-			
Number of bedrooms / bathrooms	3 bed 2 bath			
Number of housing units demolished	1			
Square footage of restaurant seating area	-			
Number of hotel/motel rooms to be demolished	-			
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Residential			
Percentage of open space/landscaping square footage vs. site area	13.9%			

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

PROPOSED BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Number of stories	3 Stories	3 Stories	3 Stories	
Hours of operation	-	-	-	
Number of employees	-	-	-	
UBC occupancy group	Residential	Residential	Residential	
UBC type of construction	Type V	Type V	Type V	
Height of building in feet	39'-6"	39'-6"	39'-6"	
Number of housing units	7 units	7 units	3 units	
Fire sprinklers? (yes/no)	Yes	Yes	Yes	
Number of parking spaces	16 spaces	16 spaces	8 spaces	
Total gross square footage	13,638 sf	13,638 sf	5,464 sf	
Building footprint square footage	4,376 sf	4,376 sf	1,686 sf	
Number of fixed seats (restaurant)	-	-	-	
Number of bedrooms / bathrooms	18 bed, 17.5	18 bed, 17.5	6 bed, 7.5	
Number of housing units proposed	7 units	7 units	3 units	
Square footage of restaurant seating area	-	-	-	
Number of hotel/motel rooms	-	-	-	
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Residential	Residential	Residential	
Percentage of open space/landscaping square footage vs. site area	46%	46%	46%	

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

Estimated Valuation: \$ 3,274,000

Explain if the project is located in geological hazard area (i.e. hillside area, seismic fault, erosive soils, etc.) Use additional sheets if necessary): _____

None known

List any engineering, geological, traffic, or other technical reports prepared concerning the proposed Project. (Use and attach additional sheets if necessary): _____

Architectural

Amount of Grading Proposed: Cut: 190 cubic yards Fill: None Balance: 190 cubic yards
Imported: None Exported: None Square Feet of Paving: 7,620 sf
Square Feet of Open Space / Landscaping: 12,241 sf

Your application is complete when all attached supplemental applications are completed and submitted. The Case Planner will notify you if any additional items or reviews are necessary.

PLANNED DEVELOPMENT APPLICATION



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

PLANNED DEVELOPMENT APPLICATION

This checklist should be reviewed with a Planner at the public counter and must be submitted with the Planned Development application. A Planned Development request is heard by the Planning Commission at a noticed public hearing. If approved by the Planning Commission, it will subsequently be heard by the City Council at a noticed public hearing. A complete Planned Development application submittal consists of the following materials:

- ☐ **Filing Fees** – Please consult with a Planner to determine the required application fees.
- ☐ **Planned Development Application** – Completed Planned Development application.
- ☐ **Proof of Ownership**

15 copies of:

- ☐ **Master Land Use Application** – Completed form (attached) that includes:
 - a) Comprehensive description of the project and the specific entitlements (e.g. Variance, Conditional Use Permit, Site Plan Review, etc.) requested.
 - b) Property owner signature. If application is not signed by property owner, written consent (signed) from the property owner is necessary authorizing the applicant to submit application.
- ☐ **Environmental Information Form** – Attached to Master Land Use application.
- ☐ **Development Plans** – folded copies of dimensioned and scaled plans that include:
 - a) Project site address.
 - b) Applicant, name, address, and phone number.
 - c) North arrow, scale, and vicinity map.
 - d) Site plan showing all property lines and distances to center line of streets/alleys.
 - e) Table showing development calculations (e.g. lot coverage, floor area ratio, parking, etc.).
 - f) Clearly labeled location of all existing and proposed structures.
 - g) Detailed and complete floor plans showing where the specific entertainment uses are proposed.
 - h) Clearly labeled uses of all existing and proposed structures.
 - i) Elevations of proposed building(s) with respective height dimensions.
 - j) Clearly labeled location and uses of all existing structures on adjacent properties.
 - k) Setback dimensions of all existing and proposed structures.
 - l) Vehicle circulation (driveways, access, alleys, dimensions, and backup space).
 - m) Location of all existing and proposed fences, walls, and other screening.
 - n) Landscape plans.
 - o) Mature trees 4" or more in trunk diameter at breast height.
 - p) Size and location of all exterior mechanical equipment and method of screening.
 - q) All easements located within or adjacent to the project site.
 - r) Demolition plan (if applicable).
- ☐ **Additional Items** – Other items as determined by a Planner (e.g. topographic map, survey, lighting plan, drainage plan, landscape plan, sign inventory, parking inventory, grading, lease agreement etc.).

2 sets of:

- ☐ **Notification Materials** – Submittal items as outlined in the Public Notification Packet Instructions handout.
- ☐ **Photos** – Photos showing general conditions of site including existing structures, walls, and landscaped/paved areas.

Please contact the Planning Division at (323) 887-1477 for any additional information related to the submittal of any Planning applications.



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

PLANNED DEVELOPMENT APPLICATION

Project Address: 1029 S. Montebello Blvd, Case # _____
Montebello CA 90640

DESCRIPTION OF REQUEST:

This Planned Development request is to:

Planned development of 17 three story town homes each with a two car garage (34 spaces total) and 6 guest parking spaces.

FINDINGS:

The applicant must thoroughly respond to the nine directives below to make the required findings for the proposed project. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.cityofmontebello.com

- 1) Describe how the proposed Planned Development is in compliance with Chapter 17.38 of the Zoning Code.

The proposed project is an efficient utilization of the land, with density and amenities appropriate for the neighborhood and in keeping with the objectives of the community.

- 2) Describe how the proposal is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the General Plan, and with any applicable specific plan.

The proposed project conforms to the subdivision regulation and the general intent of zoning and the General Plan.

- 3) Explain how the proposal is compatible with present and future development of the property within the immediate vicinity.

The proposed project is a density that is beneficial to the neighborhood with parking that exceeds the standards set forth by the Zoning Code.

- 4) Describe how the proposal will not adversely affect the general peace, health, safety, and welfare.

The proposed project is a benefit to the community by improving the building quality and offering significant green space along the street that will beautify the neighborhood.

- 5) Describe how the permitted uses and development standards adopted as part of the Planned Development will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not have been adequately achieved under the pre-existing zoning district.

An appropriate density of housing cannot be achieved under the preexisting zoning regulations. The proposed project will bring much needed quality housing and commercial activity to the neighborhood.

- 6) Explain how the proposed on-site street and thoroughfares are adequate in size to accommodate the traffic volume generated by the proposed Planned Development, and increased densities will not generate traffic in such amounts as to overload the street network outside the Planned Development boundary.

The proposed project is adjacent to the 5 freeway and Washington Blvd and won't significantly increase traffic in the neighborhood or adjacent areas. The project also offers additional parking then what is required by the Planning Department.

- 7) Explain how the exceptions from the development standards of the Zoning Code, if any, are warranted by the design and amenities of the proposal, and are in accord with the adopted policies of the Planning Commission and the City Council.

The proposed project is in line with the adopted policies of the Planning Commission and City Council because it offers much needed quality housing, with green space and ample parking.

- 8) Describe how the existing or proposed utility services and facilities are adequate for the proposed population densities and nonresidential uses.

According to the utility services contacted, the existing infrastructure is more than ample to service the proposed development.

- 9) Describe how the proposed design of the buildings and structures are situated to minimize impacting the privacy of existing abutting residential uses.

The proposed project has been carefully considered to not impinge on the neighboring properties. The project will benefit the community by beautifying the neighborhood with a quality building and significant green space along the street frontage.

PROPERTY OWNER AUTHORIZATION



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

PROPERTY OWNER AUTHORIZATION

Project Address:

1029 S. Montebello Blvd. Montebello CA 90640

Assessor Parcel Number(s):

6352-007-056

Description of Request/Project:

Planned development of 17 three story town homes each with a two car garage
(34 spaces total) and 6 guest parking spaces.

Property Owner(s): Tsan J Yang

Address:

1029 S. Montebello Blvd. Montebello CA 90640

Phone: (626) 375-9024

Fax: _____

Email: tsanshine@gmail.com

CERTIFICATION

I hereby certify that I am the owner of the subject property and that I have reviewed the subject application and authorize the applicant or applicant's representative (contact person) to make decisions that may affect my property as it pertains to this application.

Signature: _____

Date: 10/1/17

TRACT MAP APPLICATION



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

TENTATIVE TRACT/PARCEL MAP APPLICATION

This checklist should be reviewed with a Planner at the public counter. A subdivision request is heard by the Planning Commission at a noticed public hearing. If approved by the Planning Commission, a Tentative Tract Map will subsequently be heard by the City Council at a noticed public hearing. The processing of the Final Tract/Parcel Map is with the City's Engineering Division. A complete application submittal for a subdivision consists of the following materials:

- ☐ **Filing Fees** – Please consult with a Planner to determine the required application fees.
- ☐ **Tentative Tract/Parcel Map Application** – Completed Tentative Tract/Parcel Map application.
- ☐ **Proof of Ownership**

15 copies of:

- ☐ **Master Land Use Application** – Completed form (attached) that includes:
 - a) Comprehensive description of the project and the specific entitlements (e.g. Variance, Conditional Use Permit, Site Plan Review, etc.) requested.
 - b) Property owner signature. If application is not signed by property owner, written consent (signed) from the property owner is necessary authorizing the applicant to submit application.
- ☐ **Environmental Information Form** – Attached to Master Land Use application.
- ☐ **Development Plans** – folded copies of dimensioned and scaled plans that include:
 - a) Project site address.
 - b) Applicant, name, address, and phone number.
 - c) North arrow, scale, and vicinity map.
 - d) Lot survey prepared by a Licensed Engineer showing all existing and proposed lot/parcel lines with an assigned Map number from the Los Angeles County Assessor Office.
 - e) Site plan showing all property lines and distances to center line of streets/alleys.
 - f) Table showing development calculations (e.g. lot coverage, floor area ratio, parking, etc.).
 - g) Clearly labeled location of all existing and proposed structures.
 - h) Clearly labeled uses of all existing and proposed structures.
 - i) Clearly labeled location and uses of all existing structures on adjacent properties.
 - j) Setback dimensions of all existing and proposed structures.
 - k) Location of all existing and proposed fences, walls, and other screening.
 - l) Size and location of all exterior mechanical equipment and method of screening.
 - m) All easements located within or adjacent to the project site.
 - n) Demolition plan (if applicable).
- ☐ **Additional Items** – Other items as determined by a Planner (e.g. topographic map, survey, lighting plan, drainage plan, landscape plan, sign inventory, parking inventory, grading, lease agreement etc.).

2 sets of:

- ☐ **Notification Materials** – Submittal items as outlined in the Public Notification Packet Instructions handout.
- ☐ **Photos** – Photos showing general conditions of site including existing structures, walls, and landscaped/paved areas.

Please contact the Planning Division at (323) 887-1477 for any additional information related to the submittal of any Planning applications.



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

TENTATIVE TRACT/PARCEL MAP APPLICATION

Project Address: 1029 S. Montebello Blvd. Case #
Montebello CA 90640

DESCRIPTION OF REQUEST:

This Tentative Tract / Parcel Map is to:

Planned development of 17 three story town homes each with a two car garage
(34 spaces total) and 6 guest parking spaces.

FINDINGS:

The applicant must thoroughly respond to the eight (8) directives below to make the required findings for the proposed map. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.cityofmontebello.com

- 1) Describe how the proposed map is consistent with the applicable general plan and specific plans as specified in California Government Code Section 65451 (the Government Code can be viewed online at <http://www.leginfo.ca.gov/calaw.html>);

The proposed project map conforms to the applicable provisions of the California Govern-
ment Code 65451.

- 2) Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

The design improvements and proposed subdivisions are in keeping with the applicable
general and specific plans while providing much needed quality housing.

- 3) Describe how the site is physically suitable for the type of development;

The site is ideal for the proposed housing in that it has adjacent residential and commer-
cial developments that will both benefit from the project.

- 4) Describe how the site is physically suitable for the proposed density of the development;

The site is almost completely flat with no known defects and it's dimensions are ideal for the proposed development.

- 5) Describe how the design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife and their habitat;

There is no known sensitive wildlife on the site that will be impacted by the project. The proposed project offers substantial open and green-space.

- 6) Describe how the design of the subdivision or the proposed improvement is not likely to cause serious public health problems;

There are no known health issues that the subdivision will impact.

- 7) Describe how the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; and

There are no known easements or access issues that the subdivision will impact.

- 8) Describe how the discharge of waste from the proposed subdivision into the existing sewer system would not add to or result in violation of existing water quality control standards.

The proposed subdivision will discharge waste into the existing sewer systems which, according to the local municipality, is sized appropriately.

ZONING CHANGE APPLICATION



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

ZONE CHANGE APPLICATION

This checklist should be reviewed with a Planner at the public counter. A Zone Change request is heard by the Planning Commission at a noticed public hearing. If approved by the Planning Commission, it will subsequently be heard by the City Council at a noticed public hearing. A complete application submittal for a Zone Change consists of the following materials:

- ☐ **Filing Fees** – Please consult with a Planner to determine the required application fees.
- ☐ **Zone Change Application** – Completed Zone Change application.
- ☐ **Proof of Ownership**

15 copies of:

- ☐ **Master Land Use Application** – Completed form (attached) that includes:
 - a) Comprehensive description of the project and the specific entitlements (e.g. Variance, Conditional Use Permit, Site Plan Review, etc.) requested.
 - b) Property owner signature. If application is not signed by property owner, written consent (signed) from the property owner is necessary authorizing the applicant to submit application.
- ☐ **Environmental Information Form** – Attached to Master Land Use application.
- ☐ **Additional Items** – Other items as determined by a Planner (e.g. topographic map, survey, lighting plan, drainage plan, landscape plan, sign inventory, parking inventory, grading, lease agreement etc.).

2 sets of:

- ☐ **Notification Materials** – Submittal items as outlined in the Public Notification Packet Instructions handout.
- ☐ **Photos** – Photos showing general conditions of site/area including existing structures, walls, and landscaped/paved areas.

Please contact the Planning Division at (323) 887-1477 for any additional information related to the submittal of any Planning applications.



CITY OF MONTEBELLO
Community Development Department
Planning Division
1600 W. Beverly Boulevard
Montebello CA 90640
www.cityofmontebello.com

ZONE CHANGE APPLICATION

Project Address: 1029 S. Montebello Blvd. Case # _____
Montebello CA 90640

A Zone Change is a procedure to amend the official zoning map of the City by changing the boundaries of a zoning district, or by creating a new zoning district. A Zone Change may only be approved if the affected site/district/area is found to be consistent with the objectives and policies of the General Plan and that the reclassification shall not create problems harmful to the public health, safety and general welfare.

DESCRIPTION OF REQUEST:

This Zone Change request is to:

Planned development of 17 three story town homes each with a two car garage
(34 spaces total) and 6 guest parking spaces.

The applicant must thoroughly respond to the three items below for the proposed Zone Change. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.cityofmontebello.com

- 1) Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan.

The proposed projects density is in keeping with the scale of the neighborhood and conform to the adopted policies objectives of the Planning Commission and City Council.

- 2) Detail why the proposed Zone Change is necessary.

To achieve the housing density necessary to fulfill the site and neighborhood's potential.

- 3) Describe how the proposed Zone Change will not create problems harmful to the public health, safety and general welfare.

The proposed zoning change will improve public health and safety by providing high quality housing and green-space that conforms to current codes and beautifies the neighborhood.



CITY OF MONTEBELLO

Community Development Department

Date: 7/11/17
MACH: F. J. Montebello CA 90640
Batch: 2159
Acct: 300045

Payment total: \$304.93

Tender Type: General Go

300045 Zoning and Subdivisi

\$304.93

Check Tendered: \$304.93

MASTER LAND USE APPLICATION

Type of Approval(s) requested:

- | | | |
|---|--|--|
| ☐ CONDITIONAL USE PERMIT | ☐ GENERAL PLAN AMENDMENT | ☐ ADULT BUSINESS PERMIT |
| ☐ ZONE VARIANCE | ☐ SPECIFIC PLAN | ☐ PARKING MANAGEMENT PLAN |
| ☐ SITE PLAN REVIEW | ☐ PLANNED DEVELOPMENT DISTRICT | ☐ PERMIT EXTENSION |
| ☐ SIGN DEVIATION | ☐ TENTATIVE TRACT MAP | ☐ PERMIT MODIFICATION |
| ☐ PLANNED SIGN PROGRAM | ☐ PARCEL MAP | ☐ APPEAL |
| ☐ ZONE CHANGE | ☐ LOT LINE ADJUSTMENT | ☐ OTHER _____ |
| ☐ HILLSIDE PLAN REVIEW | ☒ PRELIMINARY PLAN REVIEW | |
| ☐ CIVIC CENTER REVIEW | ☐ NONCONFORMING ENTITLEMENT
TRANSFER/EXTENSION | |

Project(s) Address(es): 1029 S. Montebello Blvd., Montebello CA 90640

Zoning Designation(s): R-3 General Plan Designation(s): Multiple-family residential zone

Project Description (Please describe the proposed project and requested entitlements, including all demolitions, alterations, and new construction. Use additional sheets if necessary):

Planned development of 17 three-story town homes each with two car garage (34 spaces) and six guest

parking spaces.

Applicant(s): Casey Hughes

Address: 1340 E 6th. St., Los Angeles, CA 90021 Ste #507

Phone: (323) 308-8033

Fax: -

E-mail: csh@chughes.net

Contact person: Casey Hughes

Address: (see above)

Phone: -

Fax No: -

E-mail: -

Property Owner(s): Tsan Yang

Address: 816 De La Fuente St., Monterey Park, CA 91754

Phone: (626) 375-9024

Fax: -

E-mail: tsanshine@gmail.com

CERTIFICATION

I hereby certify that I am the applicant, owner, or designated agent named herein, and that I am familiar with the rules and regulations with respect to preparing and filing this petition for discretionary action, and that the statements and answers contained herein and the information attached are in all respects true and accurate to the best of my knowledge and belief.

Signature: _____

Date: _____

DO NOT WRITE BELOW. THIS SPACE FOR STAFF USE ONLY

Date Received: 06/21/2017

Case No: PPR

Total Fee(s) Paid: \$ 304.93

Received By: [Signature]

PLANNING DIVISION Acct 100-99-3000.45

F - 323.887.1486

ENVIRONMENTAL INFORMATION FORM

EXISTING PROPERTY INFORMATION

Assessor Parcel Number(s): 6352 - 007 - 056

Number of Existing Land Parcels: 1 Future Number of Parcels: 17 air parcels

Square Footage of Property: 22,679 sf. Average Slope of Land if Over 15%: Flat

SURROUNDING LAND USES

North: Industrial South: Medium Density Residential

East: Industrial West: Industrial

EXISTING BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Year built				
Number of stories	1			
Hours of operation	-			
Number of employees	-			
UBC occupancy group	R-3			
UBC type of construction	Type 5			
Height of building in feet	16'-0"			
Number of housing units	1			
Fire sprinklers? (yes/no)	No			
Number of parking spaces	2			
Total gross square footage	1,631 sf			
Building footprint square footage	1,631 sf			
Number of fixed seats (restaurant)	-			
Number of bedrooms / bathrooms	2			
Number of housing units demolished	1			
Square footage of restaurant seating area	-			
Number of hotel/motel rooms to be demolished	-			
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Residential			
Percentage of open space/landscaping square footage vs. site area	93%			

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

PROPOSED BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Number of stories	3	3	3	
Hours of operation	-	-	-	
Number of employees	-	-	-	
UBC occupancy group	R-3	R-3	R-3	
UBC type of construction	Type 5	Type 5	Type 5	
Height of building in feet	39'-6"	39'-6"	39'-6"	
Number of housing units	7	7	3	
Fire sprinklers? (yes/no)	Yes	Yes	Yes	
Number of parking spaces	14	14	6	
Total gross square footage	13,239 sf	13,239 sf	5,433 sf	
Building footprint square footage	4,155 sf	4,155 sf	1,690 sf	
Number of fixed seats (restaurant)	-	-	-	
Number of bedrooms / bathrooms	18/17.5	18/17.5	6/7.5	
Number of housing units proposed	7	7	3	
Square footage of restaurant seating area	-	-	-	
Number of hotel/motel rooms	-	-	-	
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Residential	Residential	Residential	
Percentage of open space/landscaping square footage vs. site area	56%	56%	59%	

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

City of Montebello



Date: 7/11/2017 11:03 AM
Office: FINANCE Mach ID: FIN001
Cashier:MLane
Batch: 21582 Tran #: 5
=====

General Government
Receipt #: 00269582

Acct/Lic #
Company:
Name: GRAPHICGENE DESIGNER

300045 Zoning and Subdivisi
\$304.93

Payment Total: \$304.93

=====

Transaction Total:	\$304.93
Check Tendered :	\$304.93

=====

Checks presented:

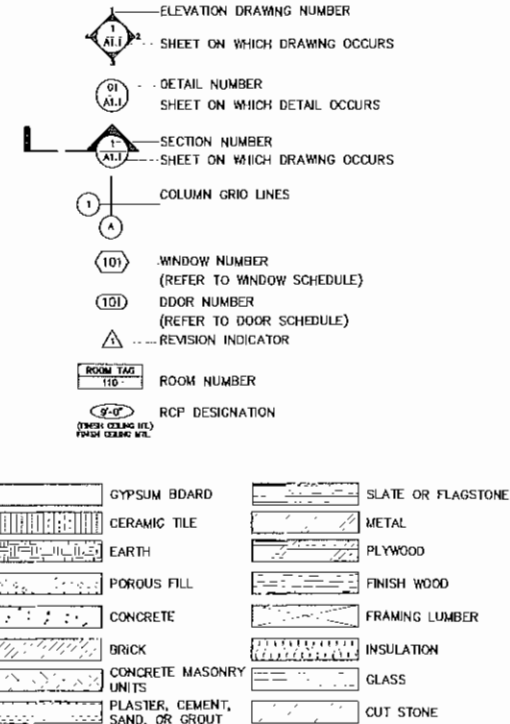
GraphicGene Designs Corp. 816 So 10th Street Burbank, CA 91504		2032
City of Montebello		July 11, 2017
Three hundred four dollars & 93 Cents		\$ 304.93
Cashier: MLane		
P. MTB Plan Review Dept.		

Thank you for your payment.
Have a nice day!

ABBREVIATIONS

ABV	ABOVE	GA	GAUGE	RET	RETURN
AFF	ABOVE	GV	GALVANIZED	REV	REVERSE(O)(ION)
ACC	ACCESS	GC	GENERAL	RH	RIGHT HAND
AC	ACOUSTICAL	GC	CONTRACTOR	ROW	RIGHT OF WAY
AD	AREA DRAIN	GL	GLASS(GLAZING)	R	RISER
ADD	ADDENDUM	GRV	GRAVEL	RD	ROOF DRAIN
ADH	ADHESIVE	GT	GROUT	RM	ROOM
ADJ	ADJACENT	GYP	GYPSPUM	RO	ROUGH OPENING
AGG	AGGREGATE	GYP BD	GYPSPUM BOARD	SB	SPLASH BLOCK
ALT	ALTERNATE	HW	HARWARE	SCHED	SCHEDULE(O)
AL	ALUMINUM	HDWD	HARDWOOD	SF	SQUARE FEET
ARCH	ARCHITECT[URAL]	HDR	HEADER	SINT	SEALANT
AUTO	AUTOMATIC	HTG	HEATING	SEC	SECTION
		HVAC	HEATING/VENTILATING/AIR CONDITIONING	SHTG	SHEATHING
BSMT	BASEMENT	HT	HEIGHT	SHT	SHEET
BM	BENCH MARK	HDRZ	HORIZONTAL	SH	SHELF(VNG)
BEL	BELOW	HB	HOSE BIBB	SIM	SIMILAR
BHD	BEHIND	HWH	HOT WATER HEATER	SKYL	SKYLIGHT
BTWN	BETWEEN			SC	SOLID CORE
BVL	BEVELED			SPEC	SPECIFICATION(S)
BIT	BITUMINOUS			SQ	SQUARE
BLKG	BLOCKING			ST STL	STAINLESS STEEL
BD	BOARD			STBK	SETBACK
BOTT	BOTTOM	INCL	INCLUDE(D)(ING)	STD	STANDARD
BLOG	BUILDING	INS	INSULATE(D)(ION)	STN	STONE
B.O.	BOTTOM OF	INT	INTERIOR	SD	STORM DRAIN
BYD	BEYOND	INTA	INTERMEDIATE	STRUCT	STRUCTURAL
				SYM	SYMMETRICAL
CAB	CABINET	JC	JANITOR CLOSET		
CB	CATCH BASIN	JF	JOINT FILLER	TO	TOP OF
CPT	CARPET(ED)	J	JOIST	TEL	TELEPHONE
CSMT	CASEMENT			TC	TERRA COTTA
CI	CAST IRON	KPL	KICK PLATE	THK	THICKNESS
CIP	CAST IN PLACE	KITCH	KITCHEN	THR	THRESHOLD
CB	CATCH BASIN	KO	KNOCK OUT	TOL	TOLERANCE
CLK	CAULK(ING)			T&G	TONGUE AND GROOVE
CLG	CEILING	LBL	LABEL(ED)	TOS	TOP OF SLAB
CEM	CEMENT	LAB	LABORATORY	TOW	TOP OF WALL
CER	CERAMIC	LAD	LADDER	TB	TOWEL BAR
CIR	CIRCLE	LB	LAG BOLT	T.B.D.	TO BE DETERMINED
CIRC	CIRCUMFERENCE	LAM	LAMINATE(D)	T	TREAD
CLR	CLEAR(ANCE)	LH	LEFT HAND	TYP	TYPICAL
COL	COLUMN	L	LENGTH	TL	TILE
COMB	COMBINATION	LT	LIGHT		
COMPO	COMPOSITION	LTWT	LIGHT WEIGHT	UNF	UNFINISHED
CONC	CONCRETE	LL	LIVE LOAD	UNO	UNLESS NOTED OTHERWISE
CMU	CONCRETE	LVR	LOUVER		
				VB	VAPOR BARRIER
CONST	CONSTRUCTION	MB	MACHINE BOLT	VAR	VARNISH
CONT	CONTINUE	MFR	MANUFACTURE(R)	VNR	VENER
CONTR	CONTRACT(OR)	MAS	MASONRY	VERT	VERTICAL
CJT	CONTROL JOINT	MSTR	MASTER	VN	VINYL
CG	CORNER GUARD	MTRL	MATERIAL	VB	VINYL BASE
CTR	COUNTER	MAX	MAXIMUM	V.I.F.	VERIFY IN FIELD
CFL	COUNTERFLASHING	MECH	MECHANICAL	VT	VINYL TILE
CS	COUNTERSINK	MED	MEDIUM		
CRS	COURSE(S)	MEM	MEMBRANE	WH	WATER HEATER
CRG	CROSS GRAIN	MTL	METAL	WTW	WALL TO WALL
		MWK	MILLWORK	WC	WATER CLOSET
DL	DEAD LOAD	MIN	MINIMUM	WP	WATER PROOF(ING)
DEMO	DEMOLISH(ED)	MISC	MISCELLANEOUS	WVF	WELDED WIRE FABRIC
DIL	DETAIL	MOD	MODULAR	W	WIDTH
DIAG	DIAGRAM	MLD	MOLDING	WIN	WINDOW
DIAM	DIAMETER	MT	MOUNT(ED)(ING)	WM	WATER METER
DIM	DIMENSION	MOV	MOVABLE	W/O	WITHOUT
DIV	DIVISION	MULL	MULLION	W/D	STACKED WASHER/DRYER
DR	DOOR			WD	WOOD
DH	DOUBLE HUNG	(N)	NEW	WI	WROUGHT IRON
DS	DOWNSPOUT	NAT	NATURAL		
DRN	DRAIN	NEC	NECESSARY		
DW	DISHWASHER	NDM	NOMINAL		
DWR	DRAWER	N.I.C.	NOT IN CONTRACT		
DWG	DRAWING	N.T.S.	NOT TO SCALE		
(E)	EXISTING	O/	OVER		
ELEC	ELECTRIC(AL)	OC	ON CENTER		
EL	ELEVATION	OP	OPaque		
ENCL	ENCLOSE(URE)	OPNG	OPENING		
EQ	EQUAL	OPP	OPPOSITE		
EQUIV	EQUIVALENT	OPPH	OPPOSITE HAND		
EQUIP	EQUIPMENT				
EST	ESTIMATE	PT	PAINT		
EXC	EXCAVATE	PTD	PAINTED		
EXH	EXHAUST	PNL	PANEL		
EXST	EXISTING	PAR	PARALLEL		
EXP	EXPOSED	PBD	PARTICLE BOARD		
EXT	EXTERIOR	PTN	PARTITION		
		PVMT	PAVEMENT		
FO	FACE OF	PERI	PERIMETER		
FOC	FACE OF CONC	PLAS	PLASTER		
FOF	FACE OF FINISH	PLAM	PLASTIC LAMINATE		
FOM	FACE OF MASONRY	PL	PLATE		
FOS	FACE OF STUD	PLYWD	PLYWOOD		
F.O./V.	FLOOD OPENING/VENT	PT	POINT		
FOW	FACE OF WALL	PVC	POLYVINYL CHLORIDE		
FF	FACTORY FINISH	PL	PROPERTY LINE		
FAST	FASTEN(ER)				
FIN	FINISH(ED)				
FIN. FL	FINISH FLOOR	RAD	RADIUS		
FPL	FIREPLACE	RL	RAIL(ING)		
FLG	FLASHING	REC	RECOMMENDED		
FLEX	FLEXIBLE	REF	REFRIGERATOR		
FL	FLOOR(ING)	REG	REGISTER		
FD	FLOOR DRAIN	REINF	REINFORCE(D)(ING)		
FPL	FLOOR PLATE	REM	REMOVE		
FJT	FLOSH JOINT	REQ	REQUIRED		
FTG	FOOTING				
FR	FOUNDATION				
FR	FRAME(ING)				
FBO	FINISH BY OTHERS				
FUR	FURRED(ING)				
FUT	FUTURE				

SYMBOLS



SHEET INDEX

SHEET	DESCRIPTION
ARCHITECTURAL	
A 0.01	TITLE SHEET
A 1.00	PROPOSED SITE PLAN
A 1.01	PROPOSED GROUND FLOOR SITE PLAN
A 1.02	PROPOSED SECOND FLOOR SITE PLAN
A 1.03	PROPOSED THIRD FLOOR SITE PLAN
A 1.04	PROPOSED ROOF DECK SITE PLAN
A 2.0A.1	PROPOSED FIRST FLOOR/ROOF PLAN - UNIT A
A 2.0A.2	PROPOSED SECOND FLOOR PLAN - UNIT A
A 2.0A.3	PROPOSED THIRD FLOOR PLAN - UNIT A
A 2.0A.4	PROPOSED ROOF DECK PLAN - UNIT A
A 2.0B.1	PROPOSED FIRST FLOOR/ROOF PLAN - UNIT B
A 2.0B.2	PROPOSED SECOND FLOOR PLAN - UNIT B
A 2.0B.3	PROPOSED THIRD FLOOR PLAN - UNIT B
A 2.0B.4	PROPOSED ROOF DECK PLAN - UNIT B
A 2.0C.1	PROPOSED FIRST FLOOR PLAN - UNIT C
A 2.0C.2	PROPOSED SECOND FLOOR PLAN - UNIT C
A 2.0C.3	PROPOSED THIRD FLOOR PLAN - UNIT C
A 2.0C.4	PROPOSED ROOF DECK PLAN - UNIT C
A 2.0C.5	PROPOSED ROOF PLAN - UNIT C
A 3.01	PROPOSED ELEVATIONS
A 3.02	PROPOSED ELEVATIONS

PROJECT INFO

LEGAL DESCRIPTION

Assessor's Parcel #: 6352-007-056
Map Reference: M B 7-134/135
Tract: E Cannel
Block: 6352
Lot: 56
Arb: None
Planning Area: Montebello

Type of Construction: Type VB - Non-Rated
Occupancy: R3, Multi-Family Residence
Zone: R-3

ADDITIONAL INFORMATION

Very High Hazard Fire Zone: No
Hillside Area (Zoning Code): No
Baseline Hillside Ordinance: No

AREAS

Total Parcel Area: 22,679 SF
Total Existing Building Floor Area: 31,800 SF
Total Proposed Building Footprint: 10,000 SF
Total Building Lot Coverage: 44%
Allowable Lot Coverage: Discretionary

HEIGHT

Proposed Building Height: ±39'-6"
Number of Stories: 3 Stories

PARKING

Garage Parking: 17 Regular, 17 Compact
Uncovered Guest Parking: 6 Regular
Accessible Parking: None Required
Total Parking Spaces: 40 Spaces

SCOPE OF WORK

Planned development of 17 three story town homes each with two car garage (34 spaces total) and six guest parking spaces.

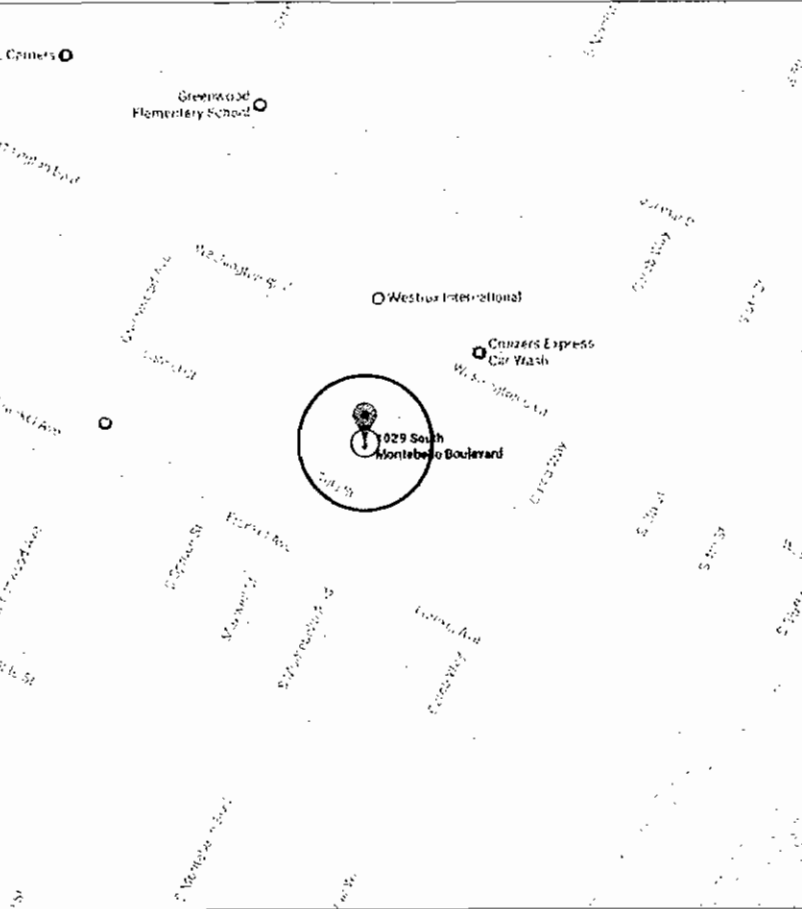
PROJECT SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA CODE OF REGULATIONS TITLE 24
2013 CALIFORNIA BUILDING CODE (CBC)
2013 CALIFORNIA FIRE CODE
CALIFORNIA MECHANICAL CODE (CMC)
CALIFORNIA PLUMBING CODE (CPC)
CALIFORNIA ELECTRICAL CODE (CEC)
CALIFORNIA ENERGY CODE (CEC)
CALIFORNIA GREEN BUILDING STANDARDS CODE (CCBSC)
LOCAL AMENDMENTS OF THE MONTEBELLO CODE
(MONTEBELLO'S BUILDING & SAFETY CODE)

UNIT DESCRIPTIONS

UNIT NAME	BED/BATH	# OF UNITS	UNIT FLOOR AREA	TOTAL FLOOR AREA (PER UNIT TYPE)	RESIDENTIAL FLOOR AREA	GARAGE FLOOR AREA	UNIT OUTDOOR AREA
UNIT A-1	3/2.5	4 UNITS	1,962 SF	7,848 SF	1,530 SF	432 SF	616 SF
UNIT A-2	3/2.5	2 UNITS	2,035 SF	4,070 SF	1,603 SF	432 SF	641 SF
UNIT A-3	3/2.5	2 UNITS	2,022 SF	4,044 SF	1,590 SF	432 SF	636 SF
UNIT B-1	2/2.5	4 UNITS	1,754 SF	7,016 SF	1,359 SF	395 SF	504 SF
UNIT B-2	2/2.5	2 UNITS	1,747 SF	3,494 SF	1,352 SF	395 SF	510 SF
UNIT C-1	2/2.5	1 UNITS	1,736 SF	1,736 SF	1,317 SF	419 SF	145 SF
UNIT C-2	2/2.5	2 UNITS	1,796 SF	3,592 SF	1,374 SF	422 SF	145 SF
TOTALS	XX/XX	17 UNITS	-	31,800 SF	24,711 SF	7085 SF	8,490 SF

VICINITY MAP



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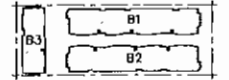
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Key Plan



Issue:

#	date	remarks
1	6/21	Preliminary Plan Review
2		
3		
4		
5		
6		
7		
8		
9		
10		

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Sheet Title:

TITLE SHEET

Sheet Number:
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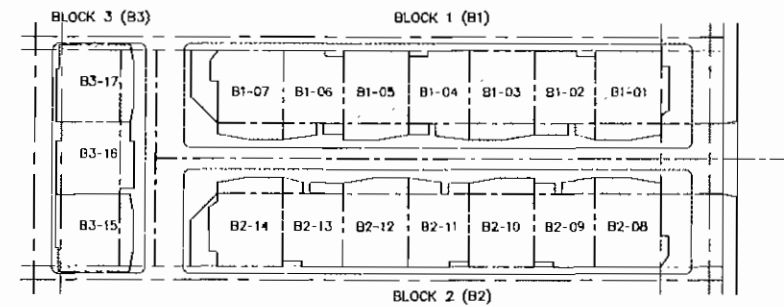
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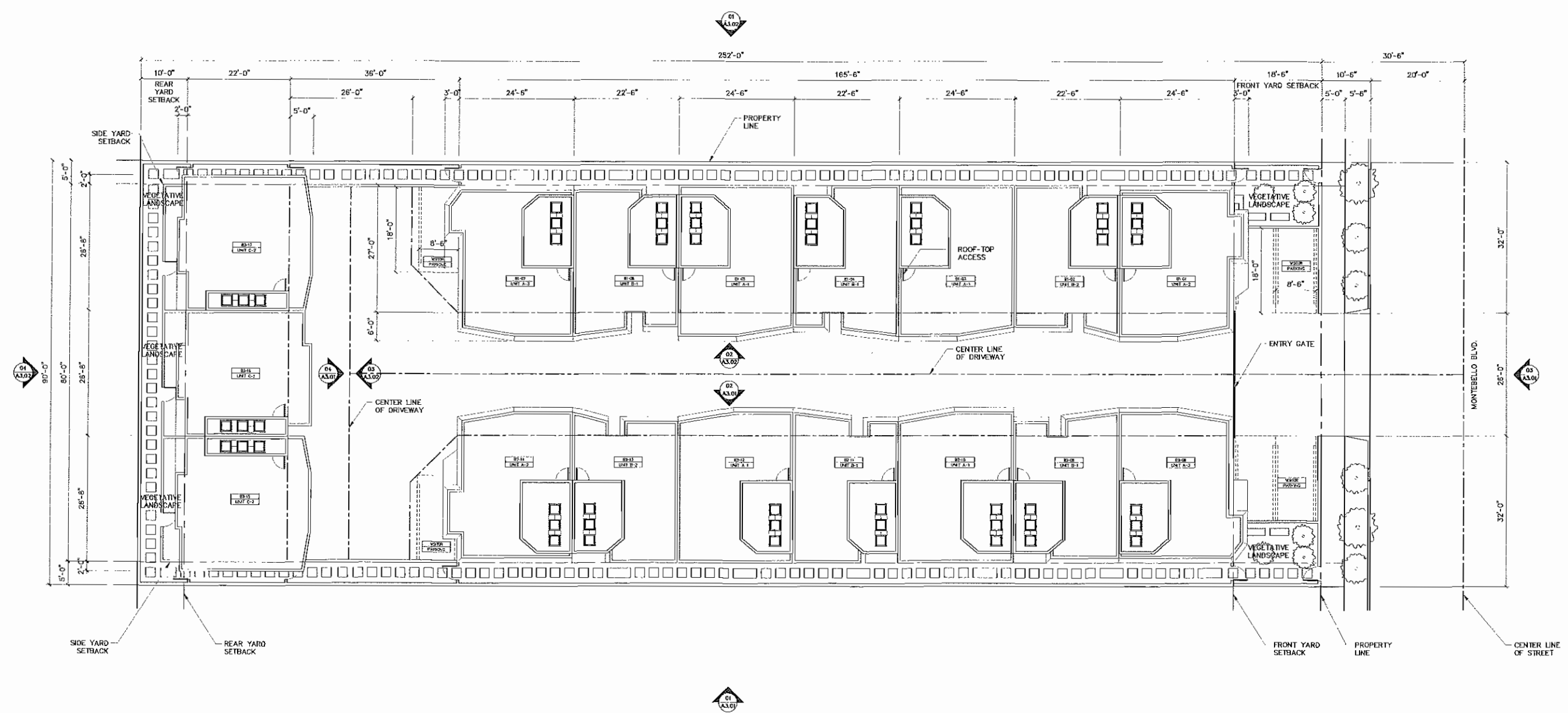
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**PROPOSED SITE
PLAN**

Sheet Number:

A1.00



02 AIR PARCEL DIAGRAM
N.T.S.



01 PROPOSED SITE PLAN
3/32"=1'-0"

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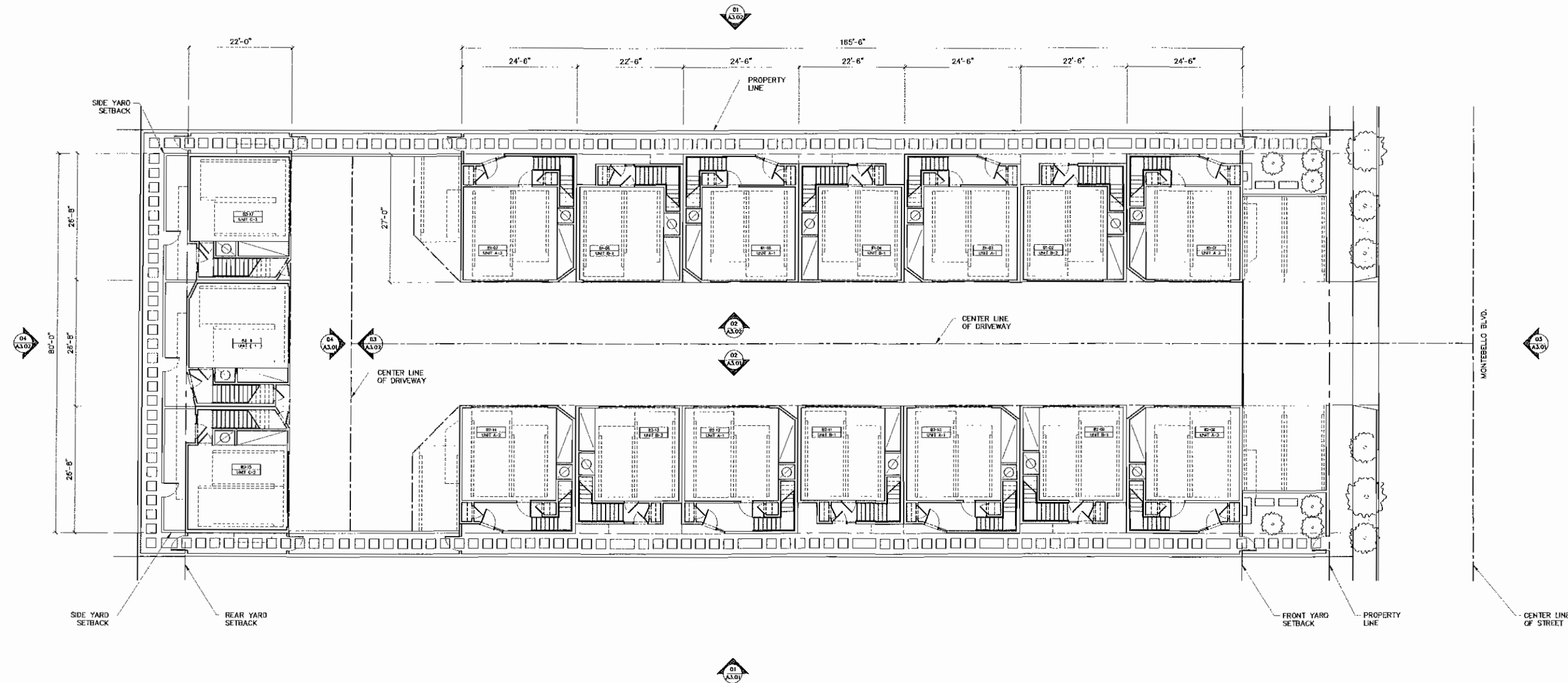
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PROPOSED
GROUND FLOOR
SITE PLAN

Sheet Number:

A1.01



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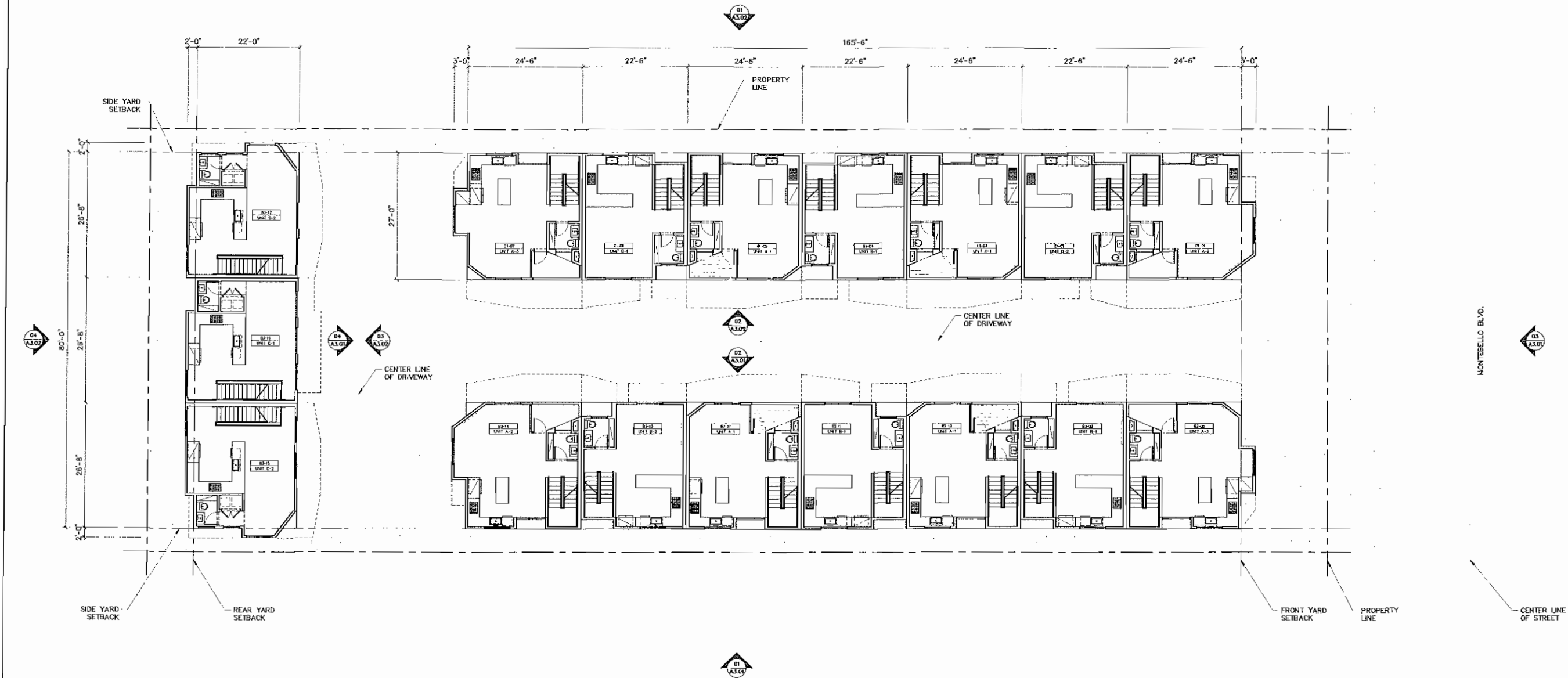
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PROPOSED
SECOND FLOOR
SITE PLAN

Sheet Number:

A1.02

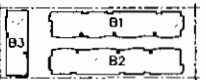


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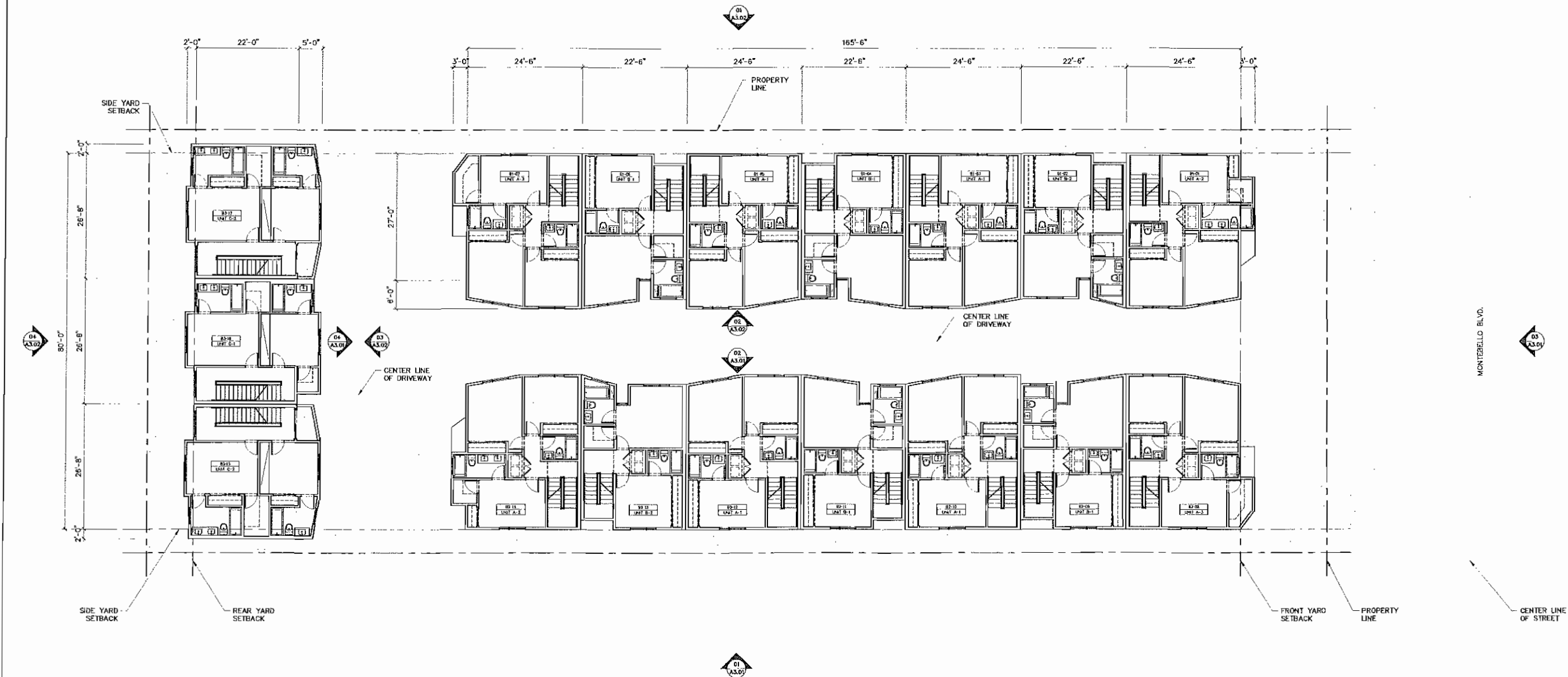
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PROPOSED THIRD
FLOOR SITE PLAN

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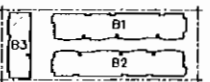
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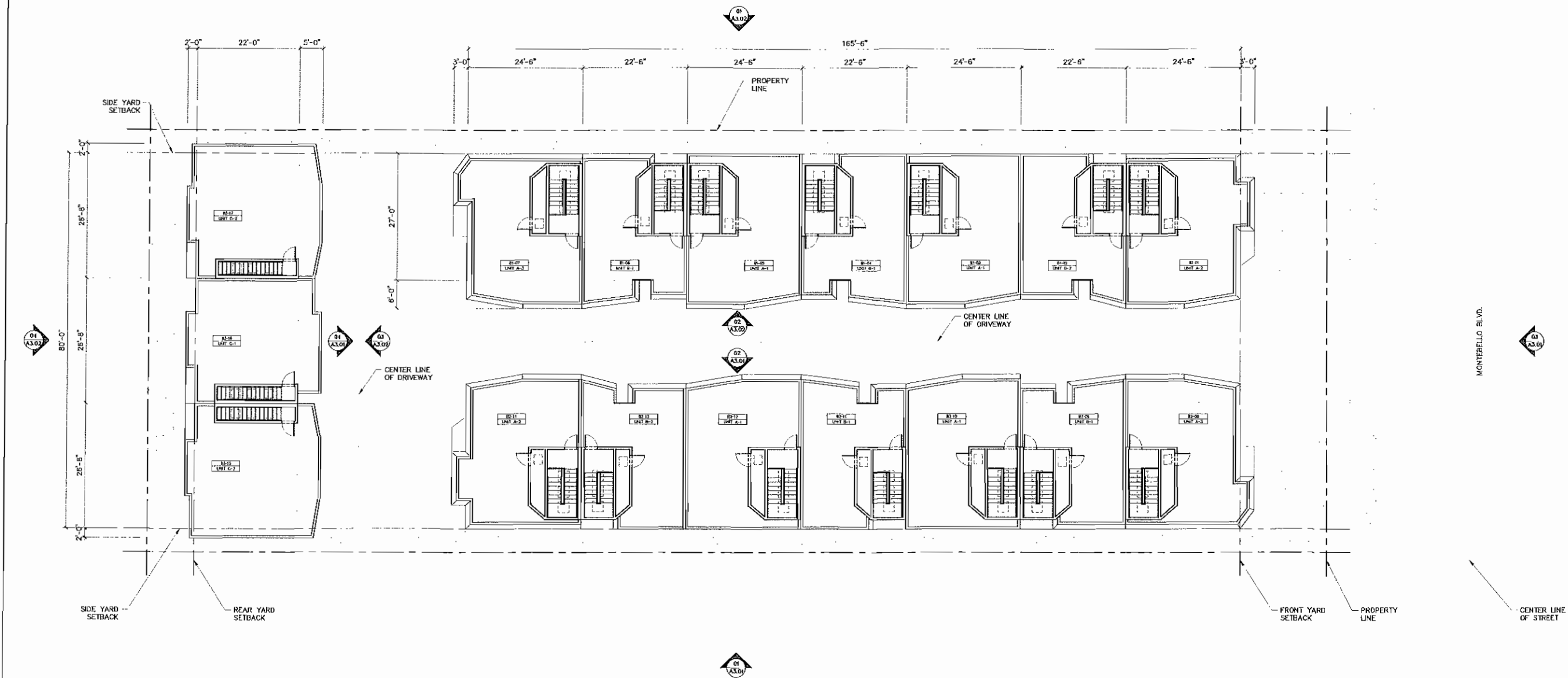
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PROPOSED ROOF DECK SITE PLAN

Sheet Number:

A1.04

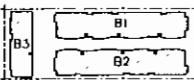


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Key Plan



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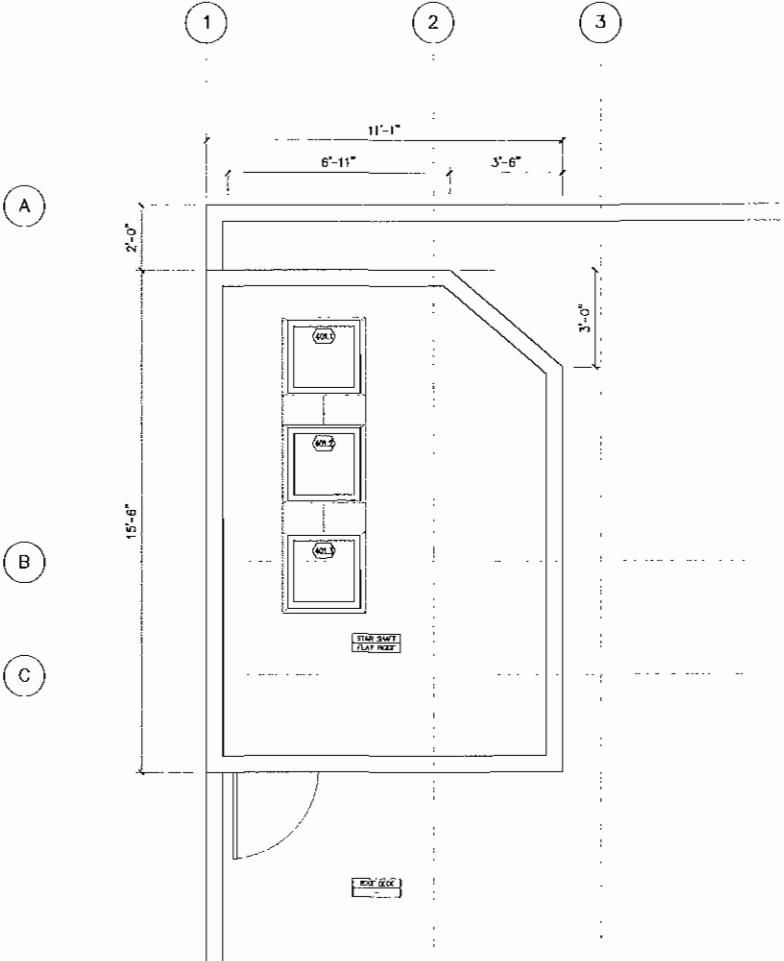
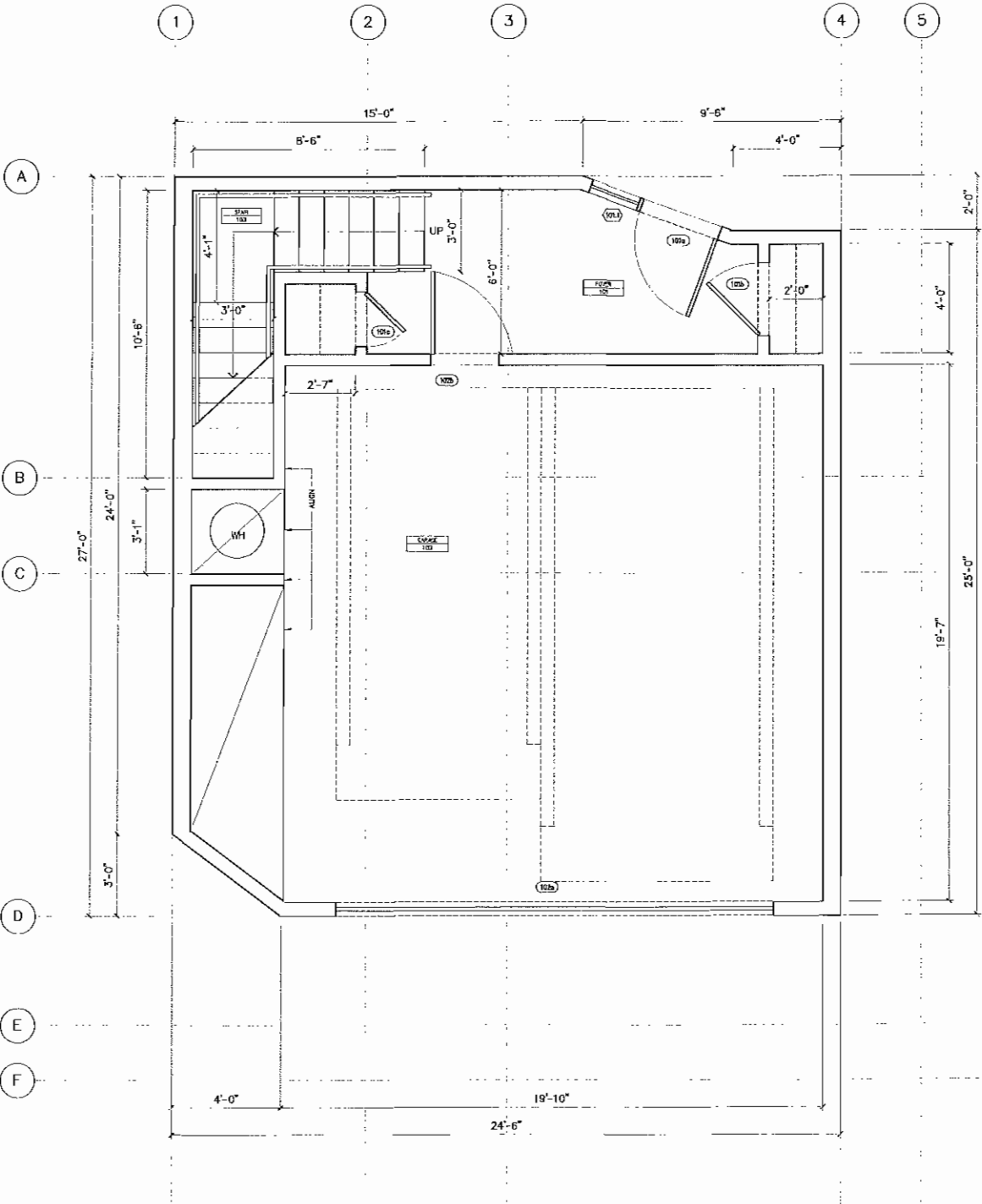
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PROPOSED FLOOR
PLANS - UNIT A

Sheet Number:

A2.0A.1



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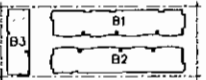
ROOF PLAN

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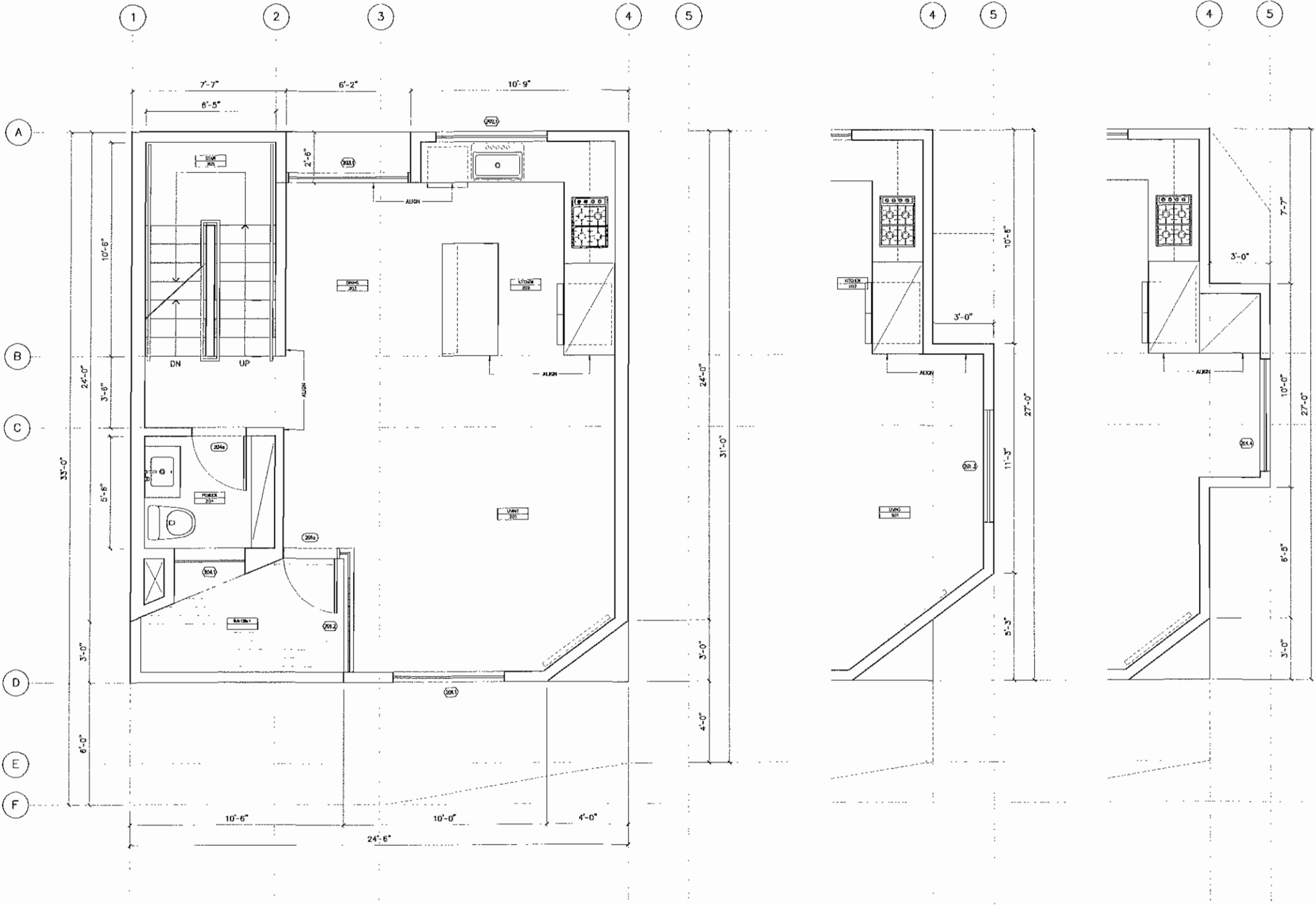
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PROPOSED FLOOR
PLANS - UNIT A

Sheet Number:

A2.0A.2



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02 KEY NOTES
N.T.S.

01 UNIT A-1
PROPOSED SECOND FLOOR PLAN - UNIT A
3/8"=1'-0"

UNIT A-2 - OPTIONAL FACADE

UNIT A-3 - OPTIONAL FACADE

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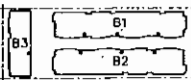
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Key Plan



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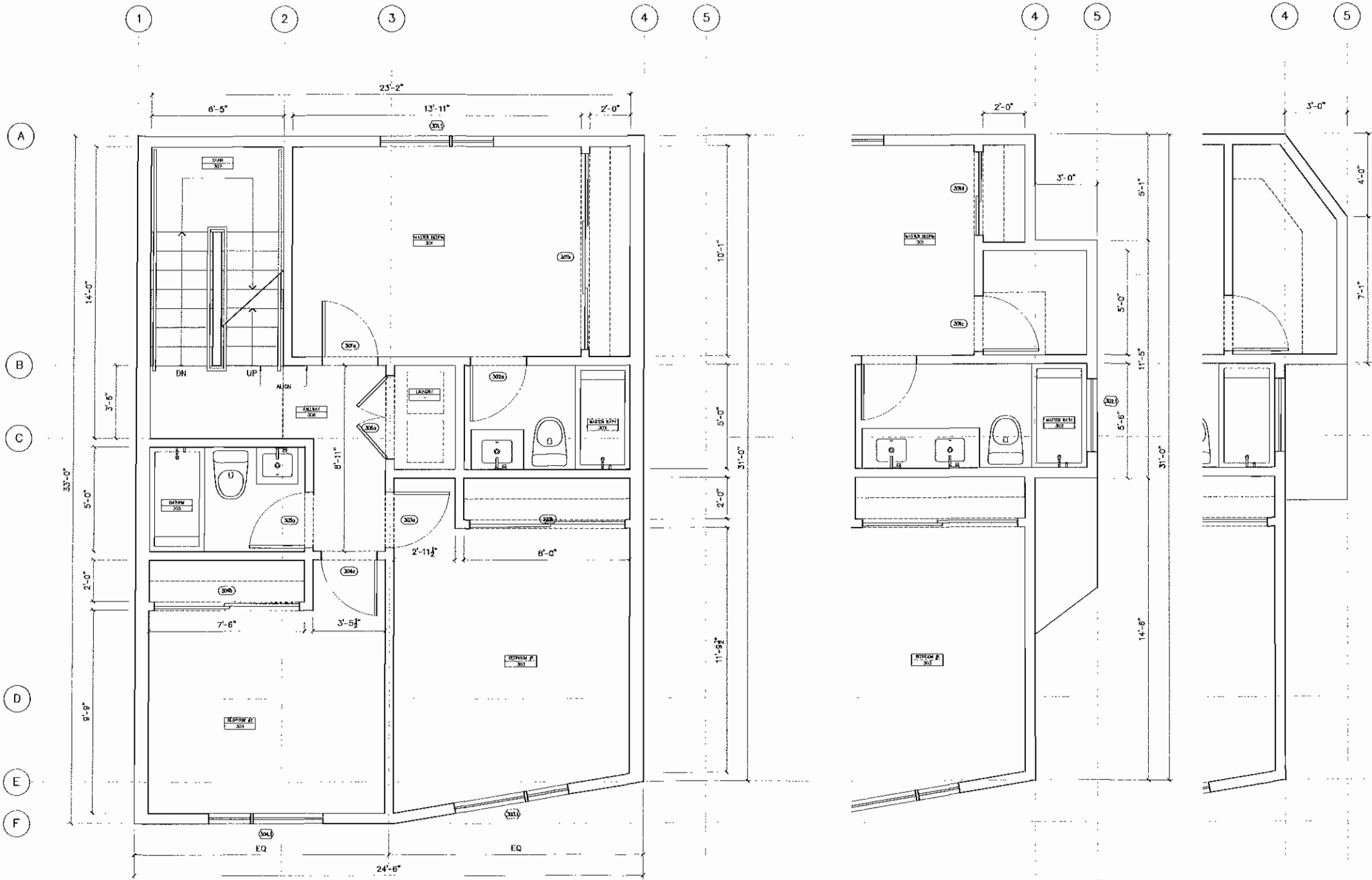
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Sheet Title:

PROPOSED FLOOR
PLANS - UNIT A

Sheet Number:

A2.0A.3



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UNIT A-1

UNIT A-2 - OPTIONAL FACADE

UNIT A-3 - OPTIONAL FACADE

02

KEY NOTES
N.T.S.

01

PROPOSED THIRD FLOOR PLAN - UNIT A
3/8"=1'-0"

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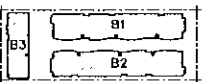
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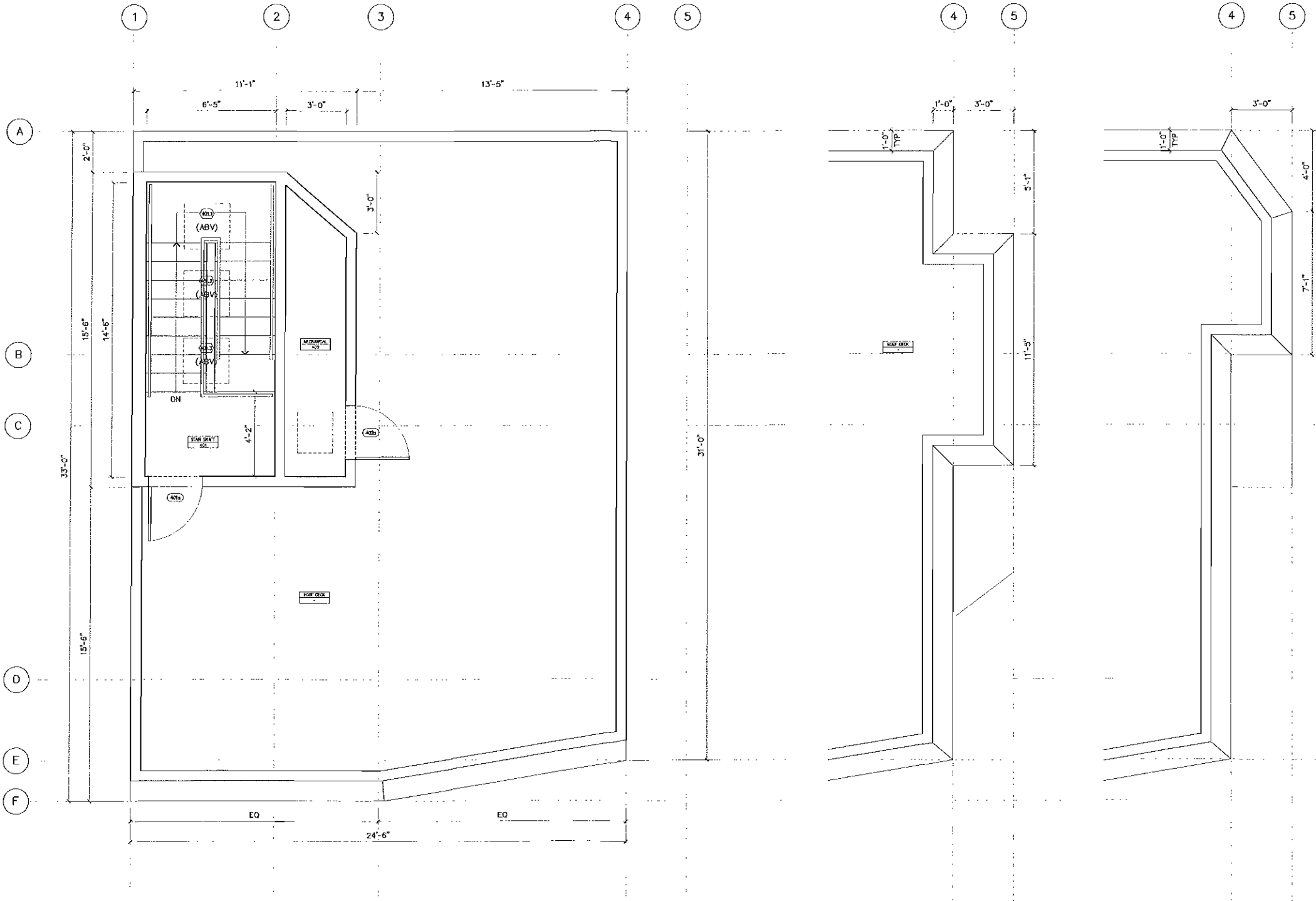
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Drawn by:
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Sheet Title:

PROPOSED FLOOR
PLANS - UNIT A

Sheet Number:

A2.0A.4



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UNIT A-1

UNIT A-2 - OPTIONAL FACADE

UNIT A-3 - OPTIONAL FACADE

02 KEY NOTES
N.T.S.

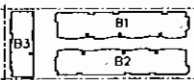
01 PROPOSED ROOF DECK FLOOR PLAN - UNIT A
3/8"=1'-0"

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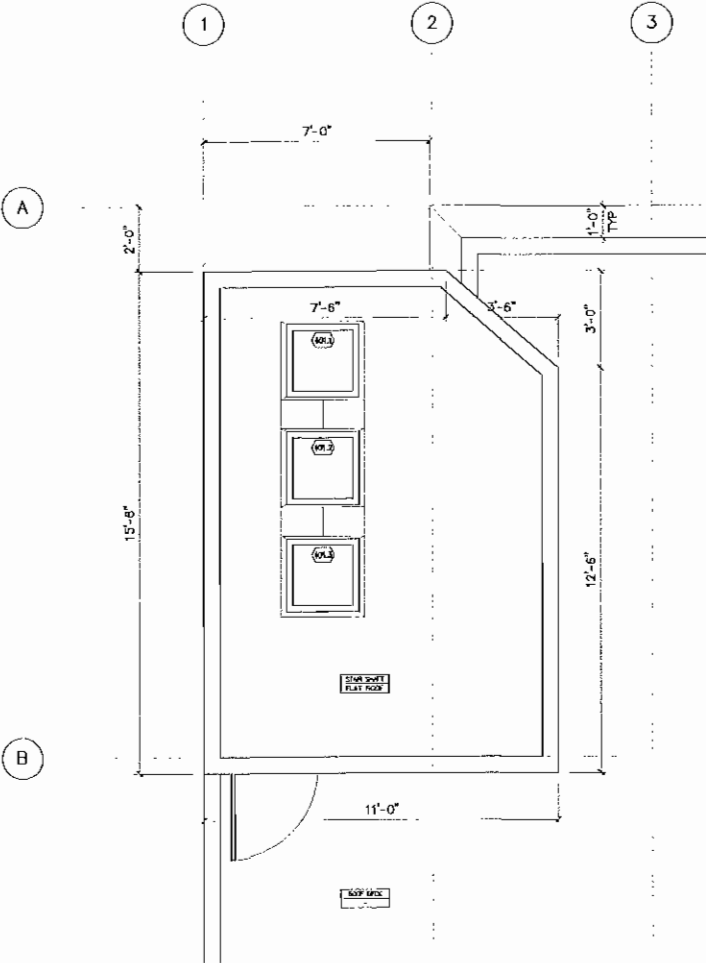
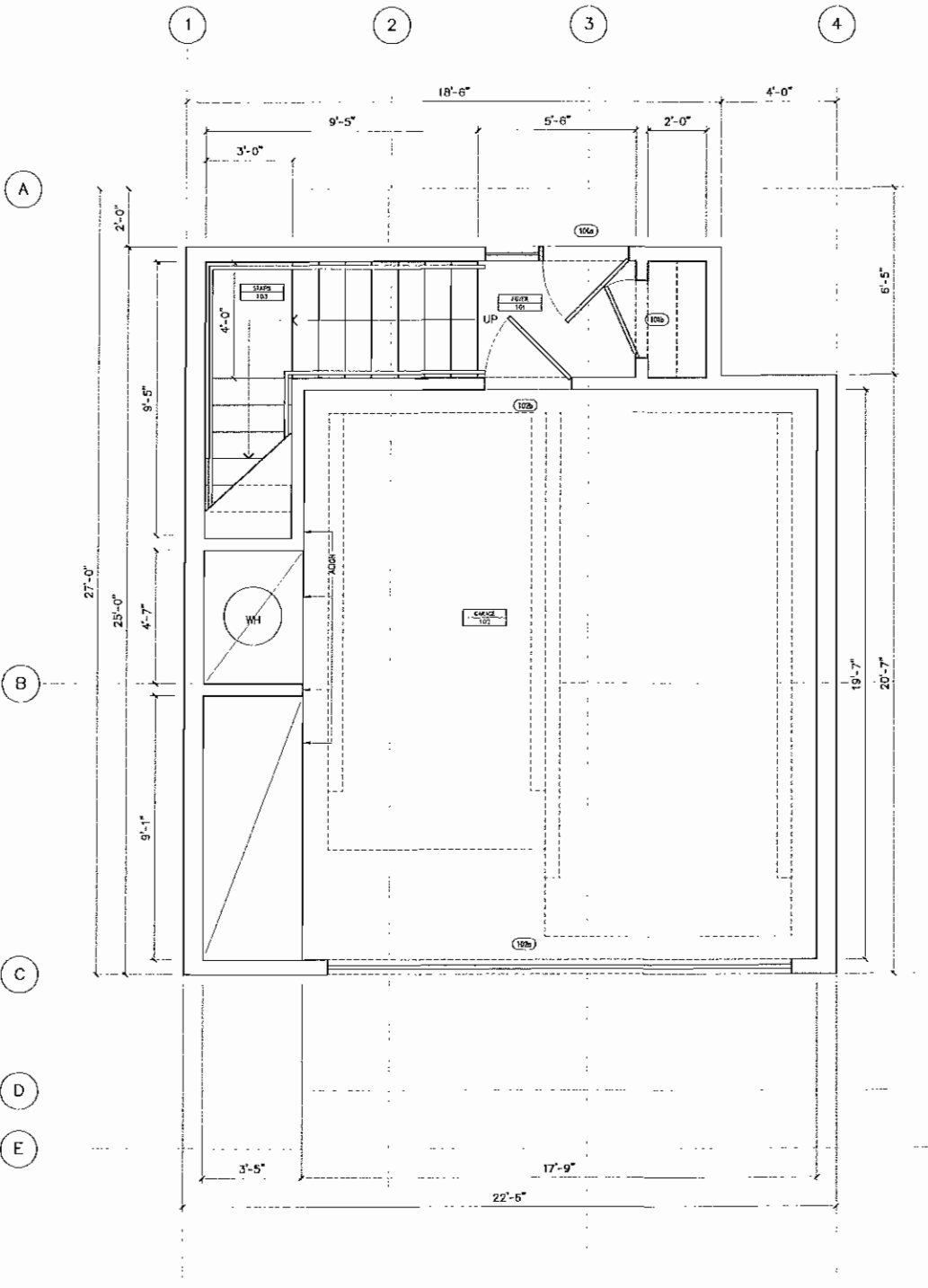
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DRAWINGS

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Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT B

Sheet Number:

A2.0B.1



ROOF PLAN

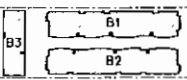
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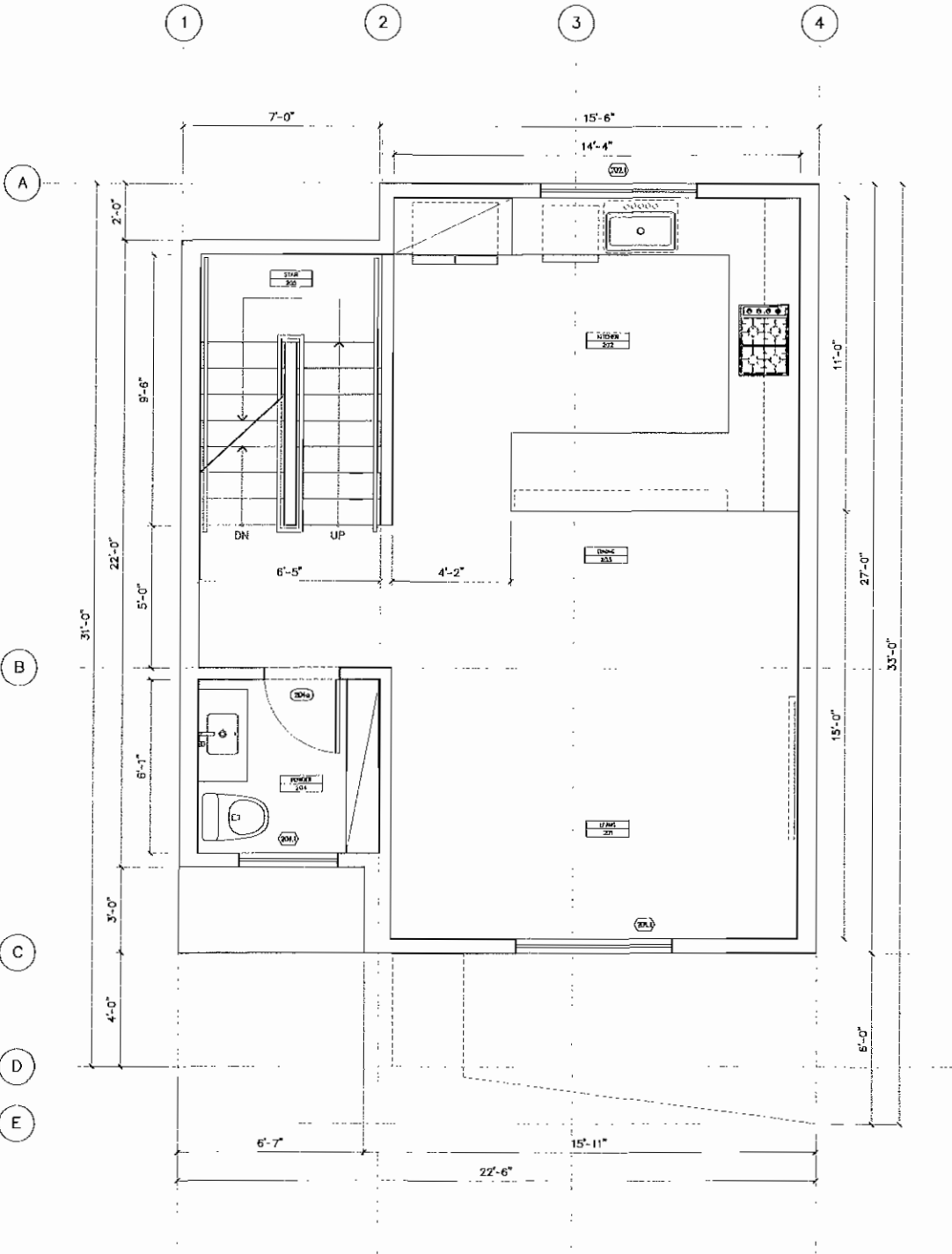
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Drawn by:
Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT B

Sheet Number:

A2.0B.2



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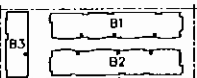
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Monterey Park, CA 91754
Cell: 626.375.9024
Email: tsunshine@gmail.com

Key Plan



Issue:

#	date	remarks
1	6/21	Preliminary Plan Review

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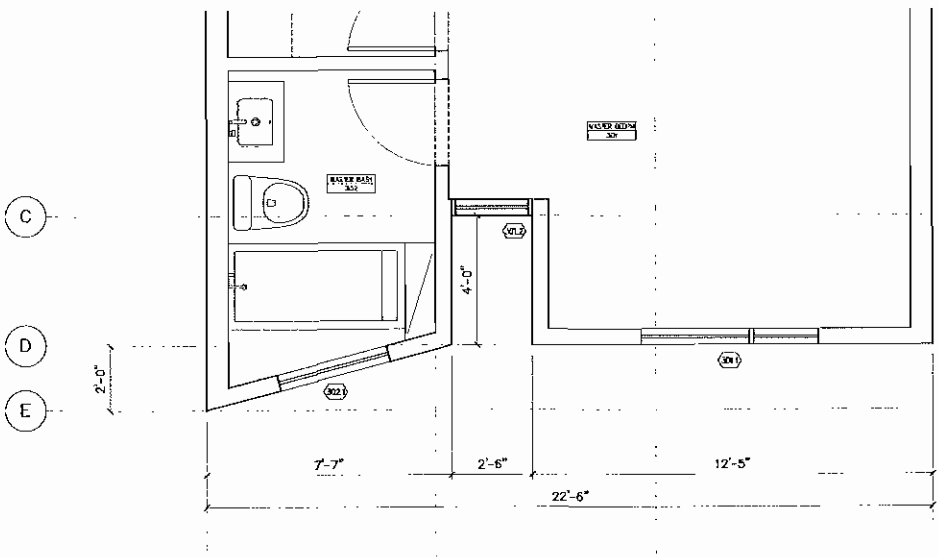
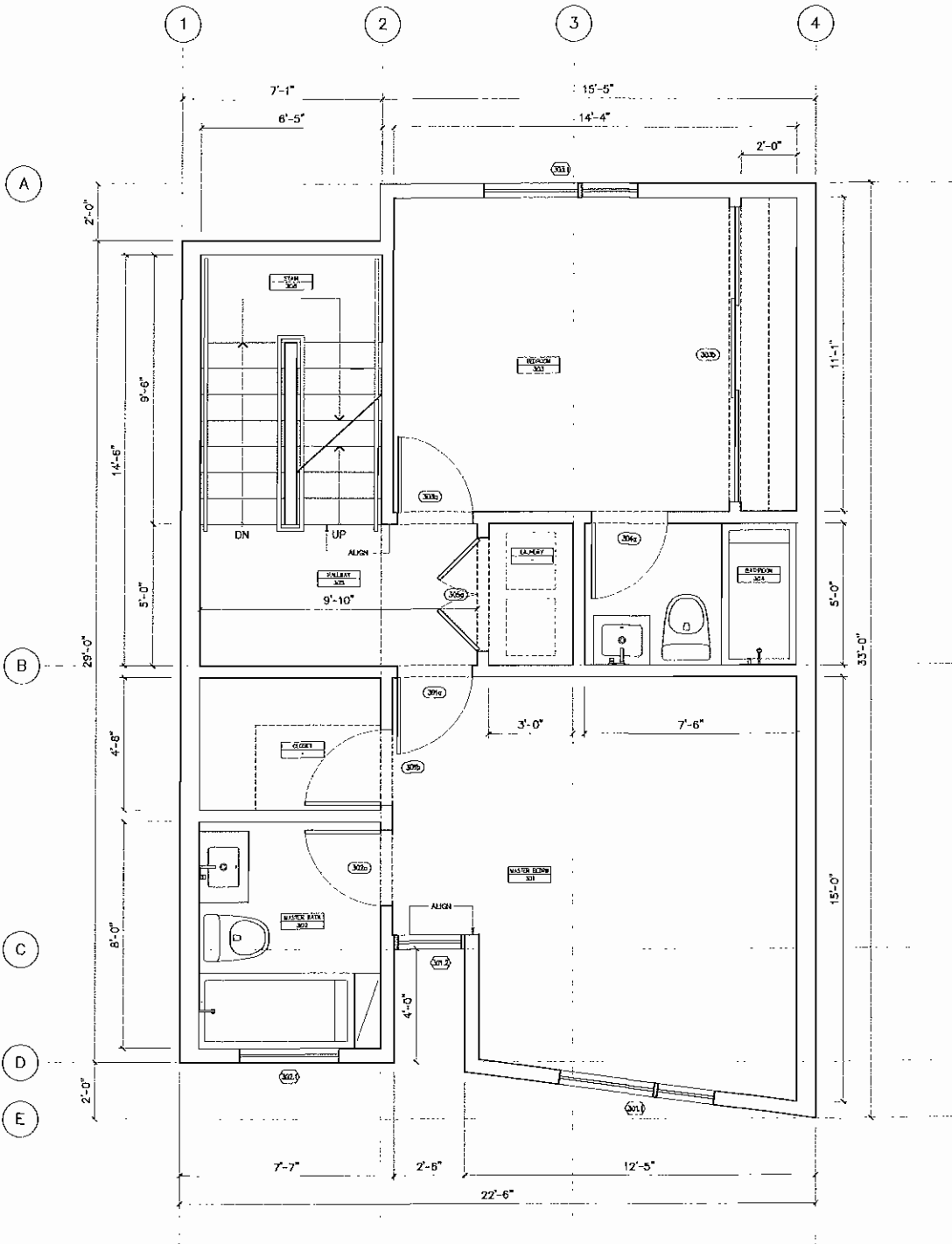
DO NOT SCALE OFF OF
DRAWINGS

Drawn by:
Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT B

Sheet Number:

A2.0B.3



ALL DIMS ARE APPROXIMATE.
CONTRACTOR TO VERIFY ALL DIMS.

02 KEY NOTES
N.T.S.

01 UNIT B-1
PROPOSED THIRD FLOOR PLAN - UNIT B
3/8"=1'-0"

UNIT B-2 - OPTIONAL FACADE

Casey Hughes
Architects

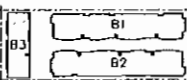
(323) 308 8033
csh@chughes.net
www.chughes.net

MONTEBELLO
TOWNHOUSES

1029 S. Montebello Blvd.
Montebello, California
90640

OWNER
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Key Plan



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DO NOT SCALE OFF OF
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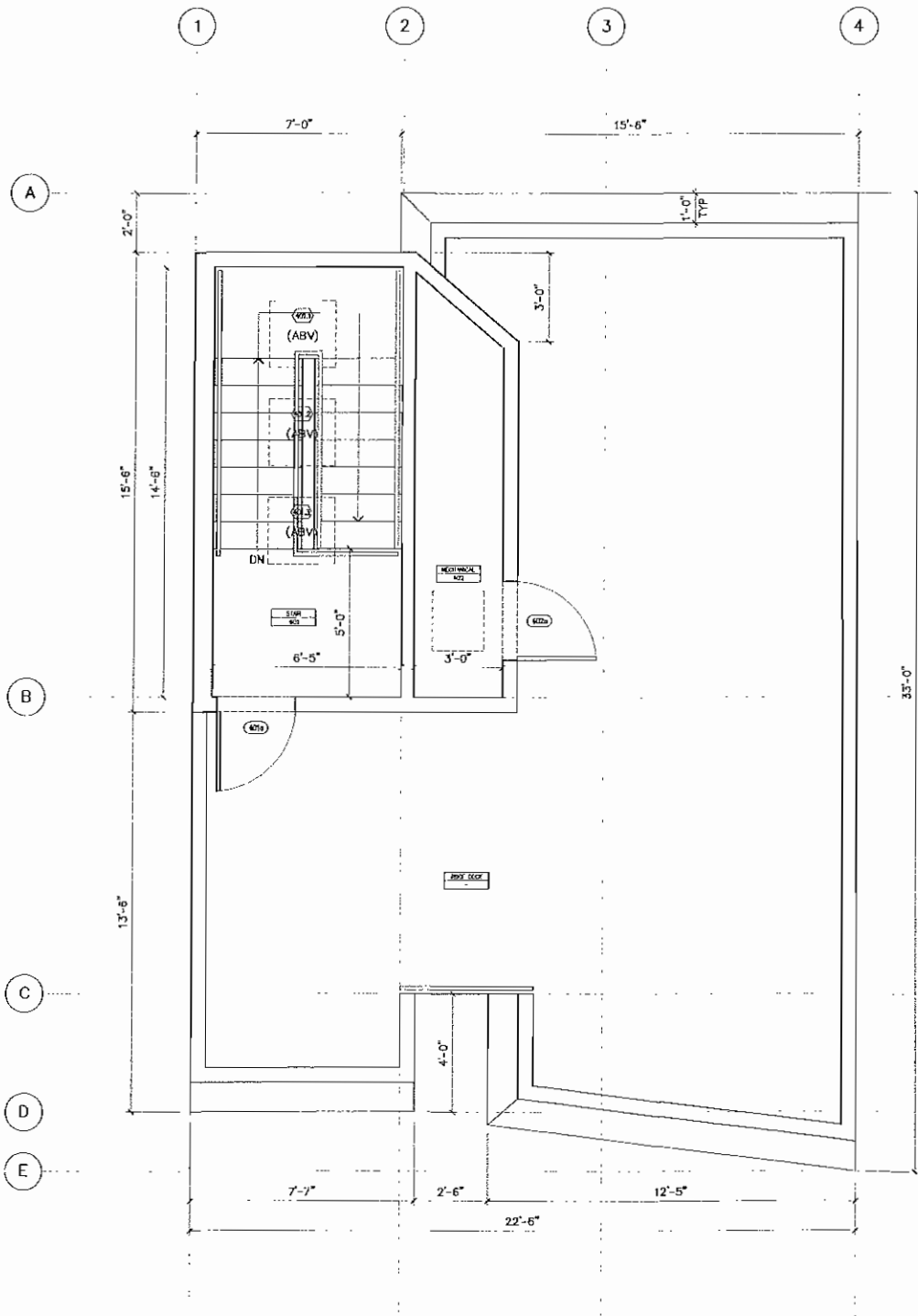
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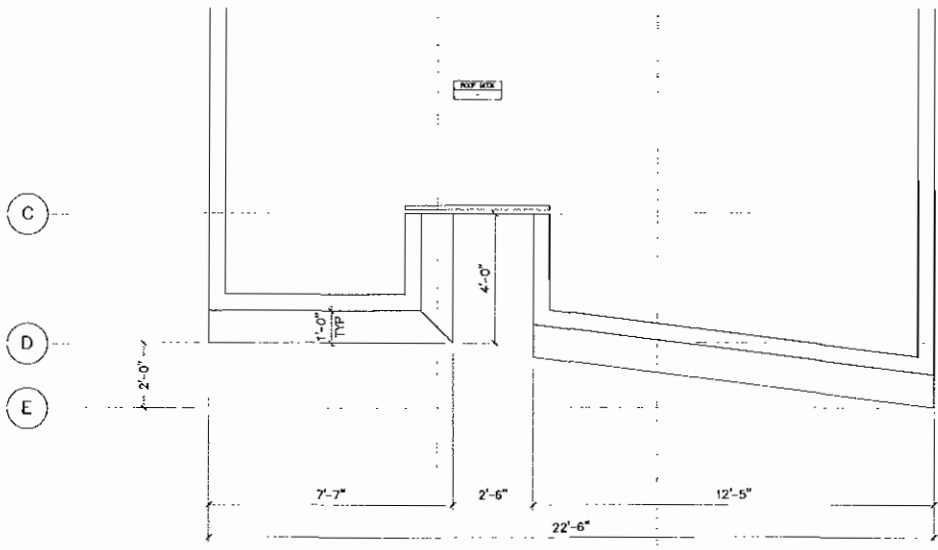
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PLANS - UNIT B

Sheet Number:

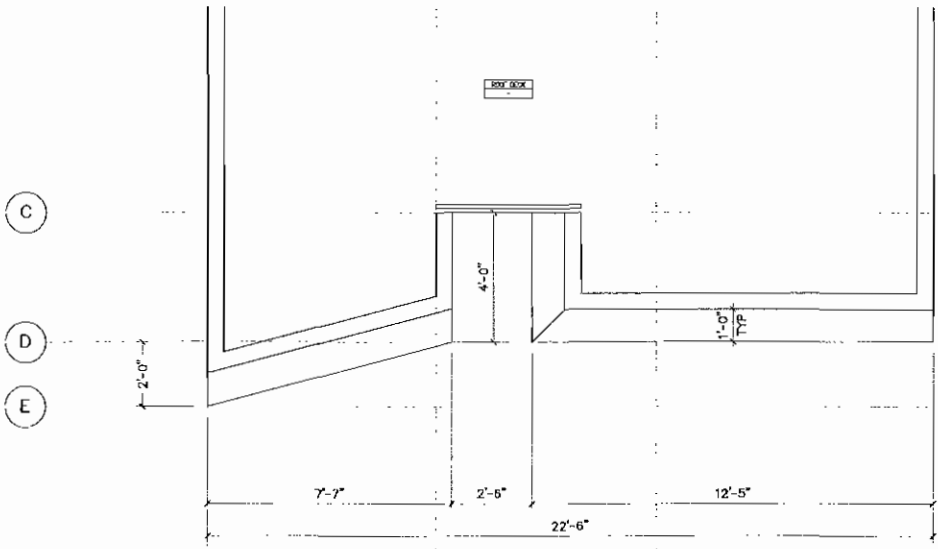
A2.0B.4



UNIT B-1



UNIT B-1 - BLOCK 1-04/BLOCK 2-11 - OPTIONAL GUARDRAIL



UNIT B-2 - OPTIONAL FACADE

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02 KEY NOTES
N.T.S.

01 PROPOSED ROOF DECK PLAN - UNIT B
3/8"=1'-0"

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Key Plan



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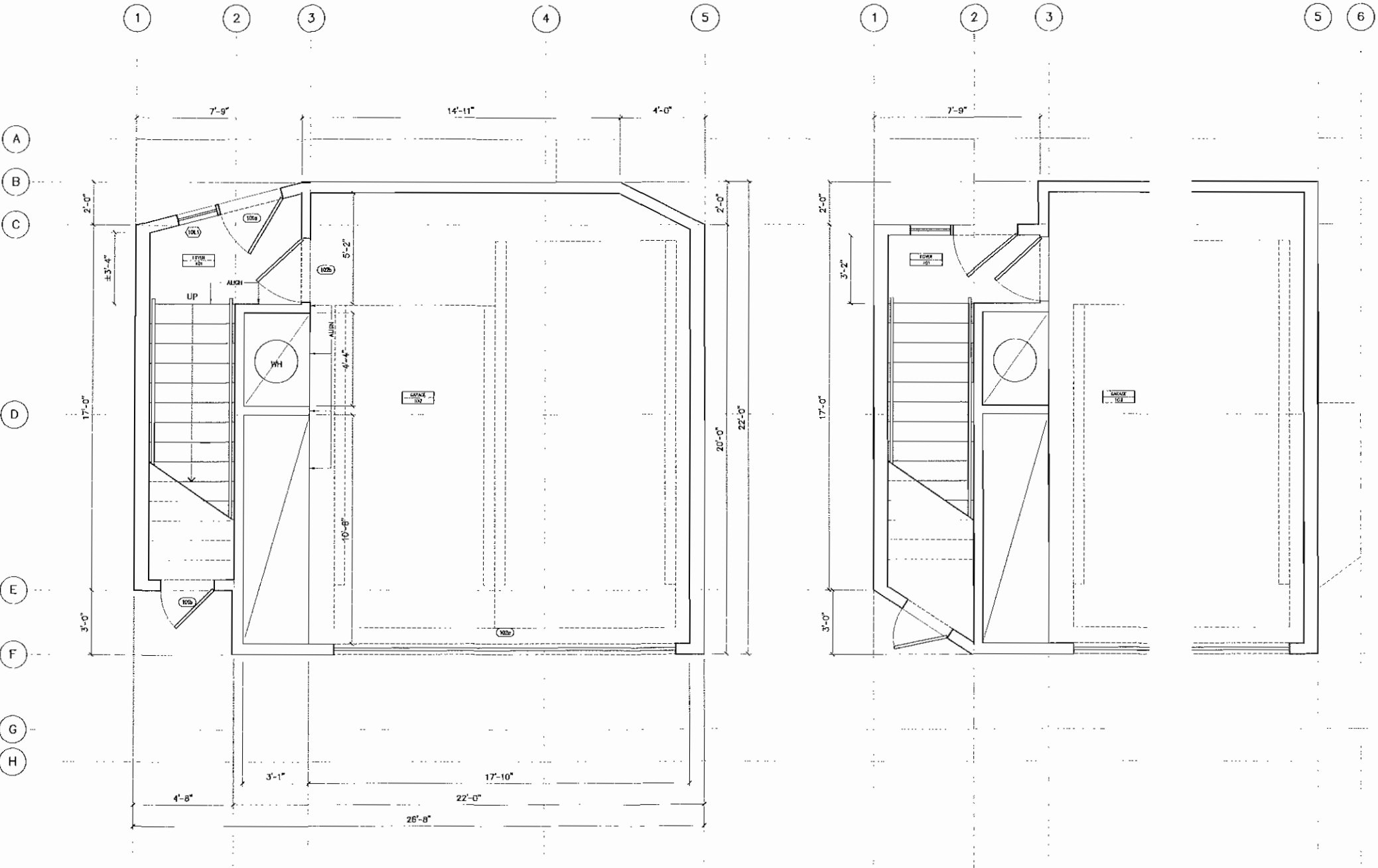
DO NOT SCALE OFF OF
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Drawn by:
Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT C

Sheet Number:

A2.0C.1



ALL DIMS ARE APPROXIMATE.
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02 KEY NOTES
N.T.S.

01 PROPOSED FIRST FLOOR PLAN - UNIT C
3/8"=1'-0"

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Key Plan



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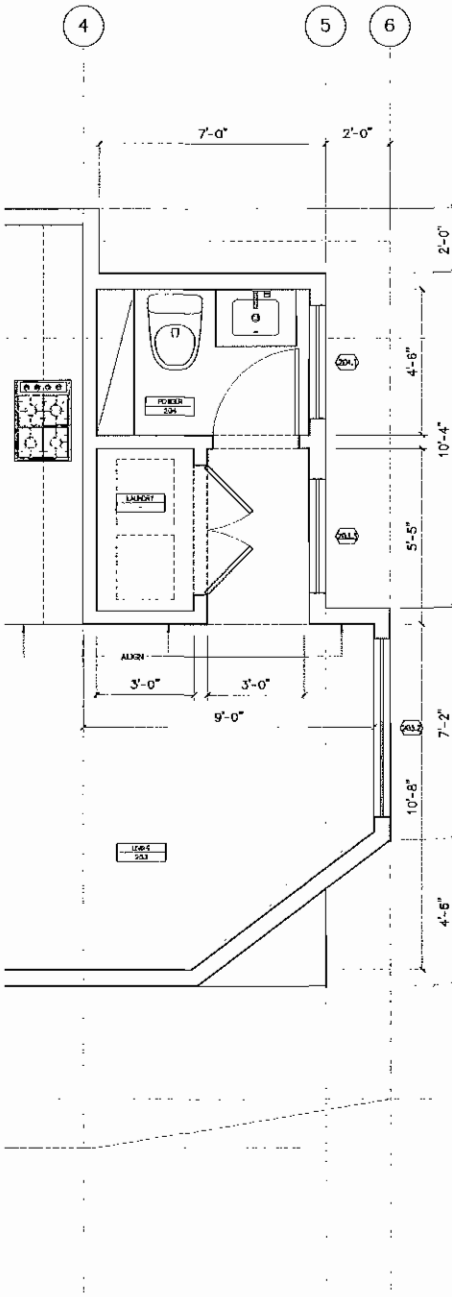
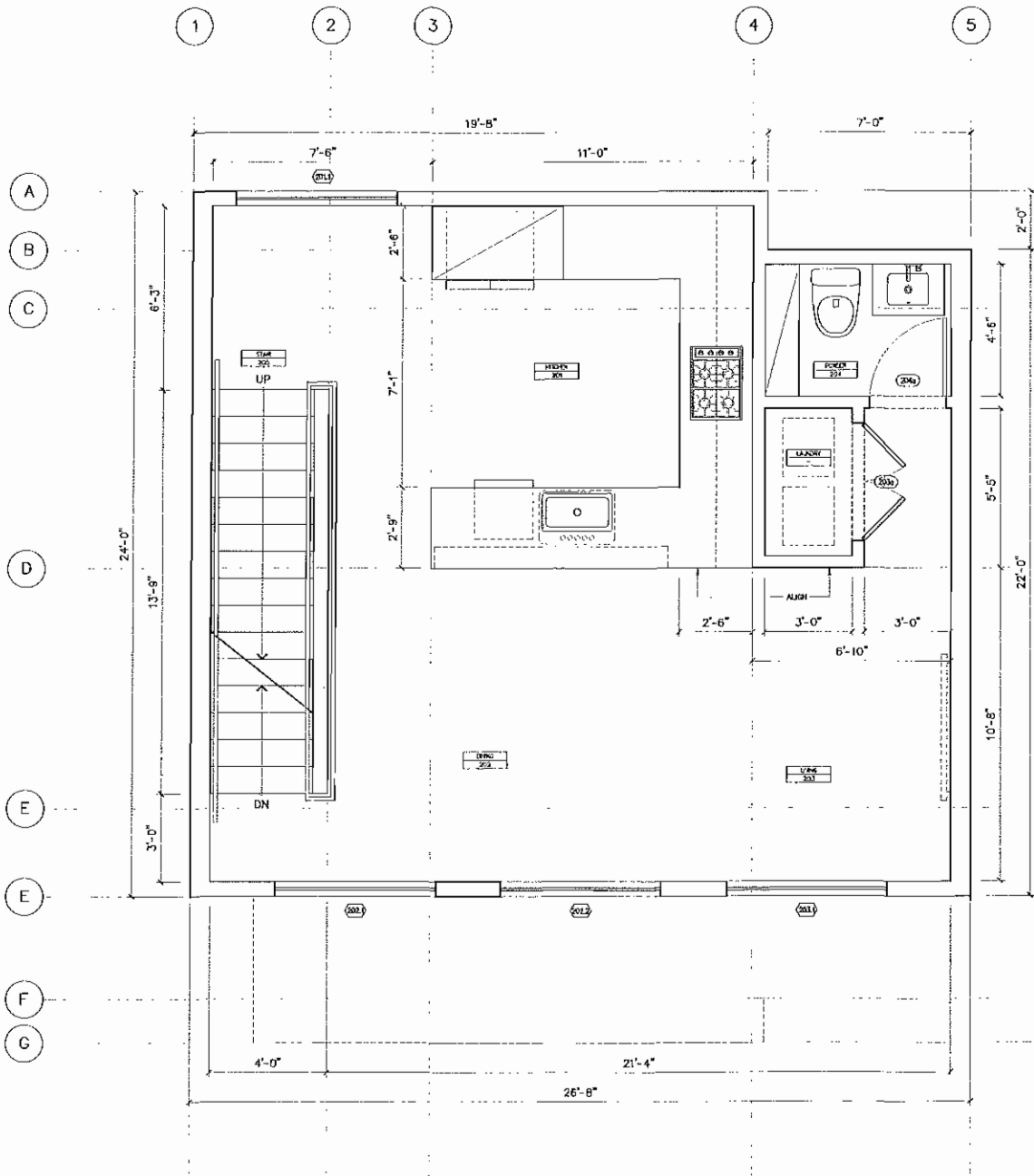
DO NOT SCALE OFF OF
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Drawn by:
Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT C

Sheet Number:

A2.0C.2



ALL DIMS ARE APPROXIMATE.
CONTRACTOR TO VERIFY ALL DIMS.

02 KEY NOTES
N.T.S.

01 PROPOSED SECOND FLOOR PLAN - UNIT C
3/8"=1'-0"

Casey Hughes
Architects

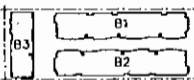
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Key Plan



Issue:

#	date	remarks
6/21		Preliminary Plan Review

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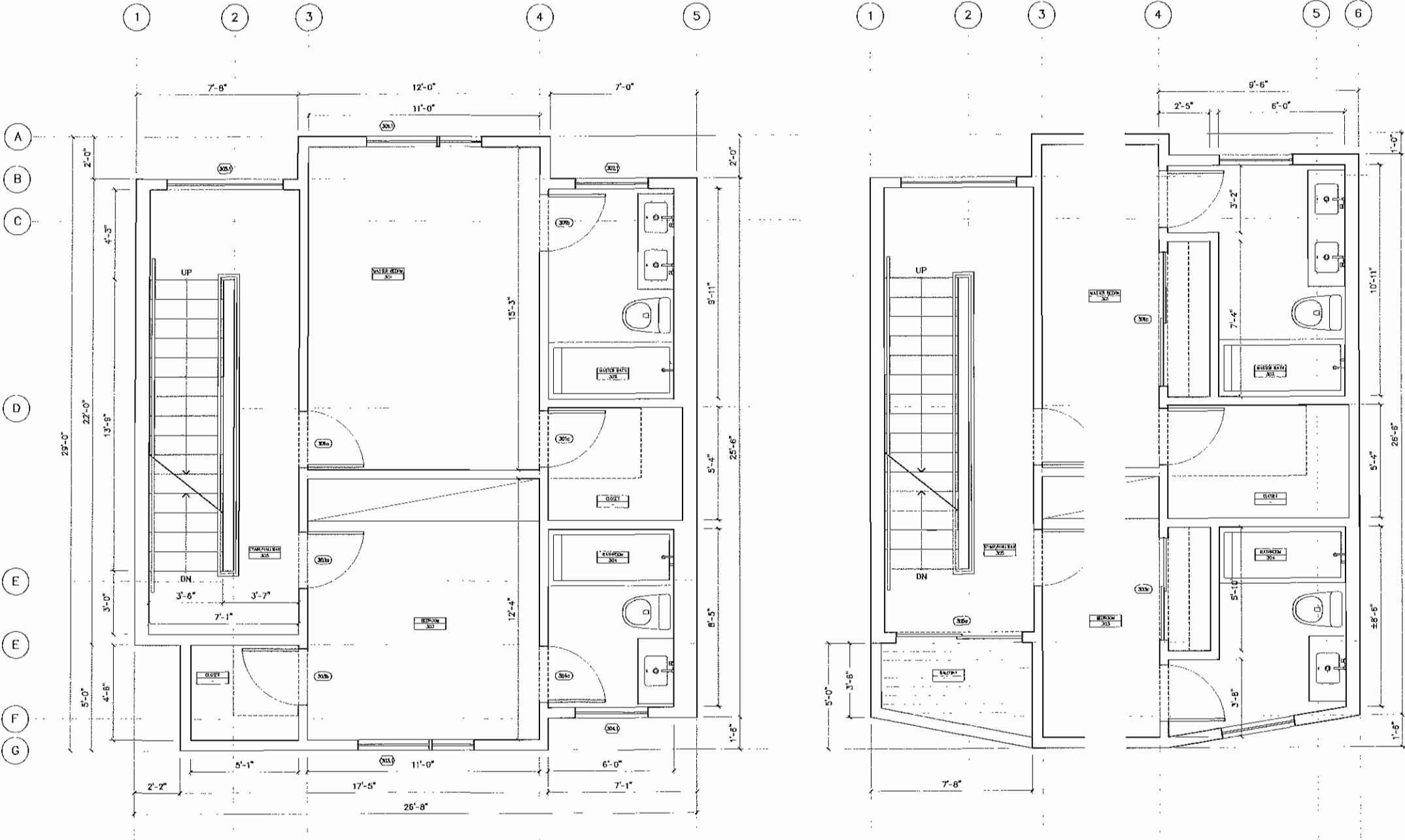
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DRAWINGS

Drawn by:
Project number: 16051
Sheet Title:

PROPOSED FLOOR
PLANS - UNIT C

Sheet Number:

A2.0C.3



ALL DIMS ARE APPROXIMATE.
CONTRACTOR TO VERIFY ALL DIMS.

02 KEY NOTES
N.T.S.

UNIT C-1

01 PROPOSED THIRD FLOOR PLAN - UNIT C
3/8"=1'-0"

UNIT C-2

Casey Hughes
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csh@chughes.net
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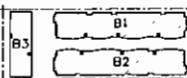
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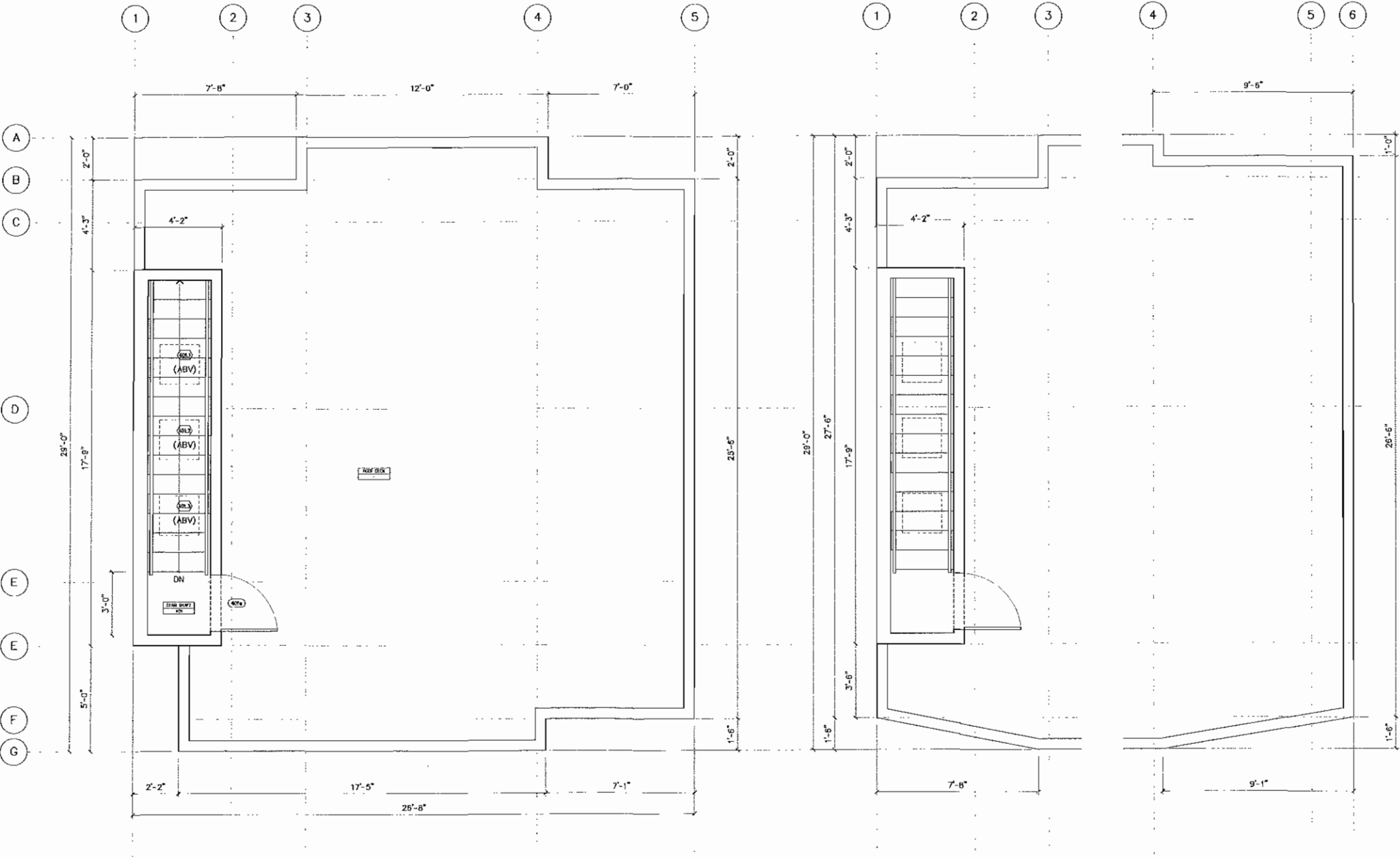
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Sheet Title:

**PROPOSED FLOOR
PLANS - UNIT C**

Sheet Number:

A2.0C.4



ALL DIMS ARE APPROXIMATE.
CONTRACTOR TO VERIFY ALL DIMS.

02 KEY NOTES
N.T.S.

UNIT C-1
UNIT C-2
01 PROPOSED ROOF DECK FLOOR PLAN - UNIT C
3/8"=1'-0"

Casey Hughes
Architects

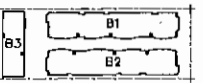
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Issue:

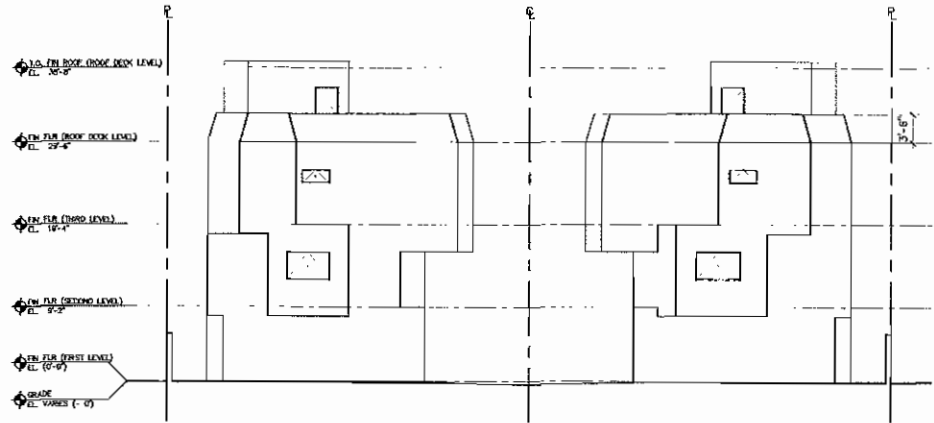
#	date	remarks
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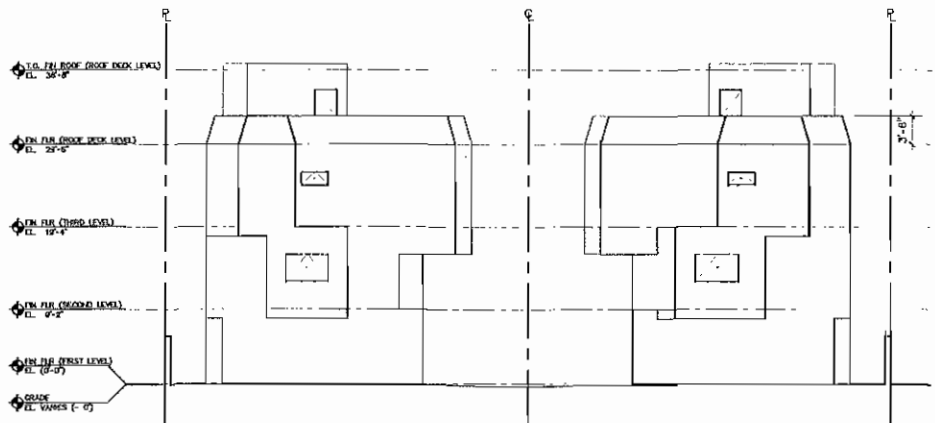
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Drawn by:
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Sheet Title:
**PROPOSED
ELEVATIONS**

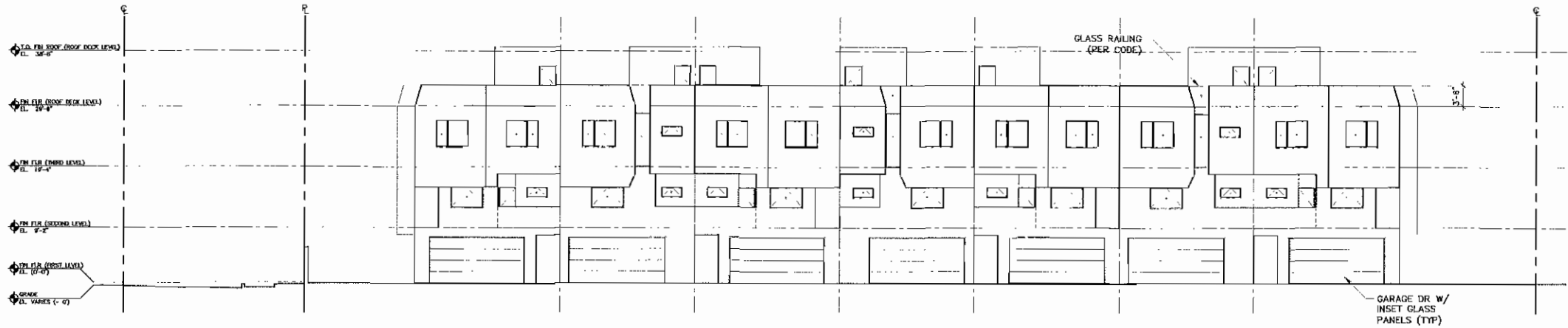
Sheet Number:
A3.01



04 EAST ELEVATION - BLOCK 1/2
3/32"=1'-0"



03 WEST ELEVATION - BLOCK 1/2
3/32"=1'-0"



- MATERIAL LEGEND
- SWISS PEARL CARAT BLACK OPAL 7021
 - CEMENTIT COMBENT GRABITE 987
 - COULSON ENGINEERED CEDAR SQUARE EDGE W/ OIL FIN

02 NORTH ELEVATION - BLOCK 2
3/32"=1'-0"



01 SOUTH ELEVATION - BLOCK 2/3
3/32"=1'-0"

Casey Hughes
Architects

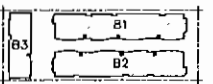
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Key Plan



Issue:		
#	date	remarks
6/21		Preliminary Plan Review

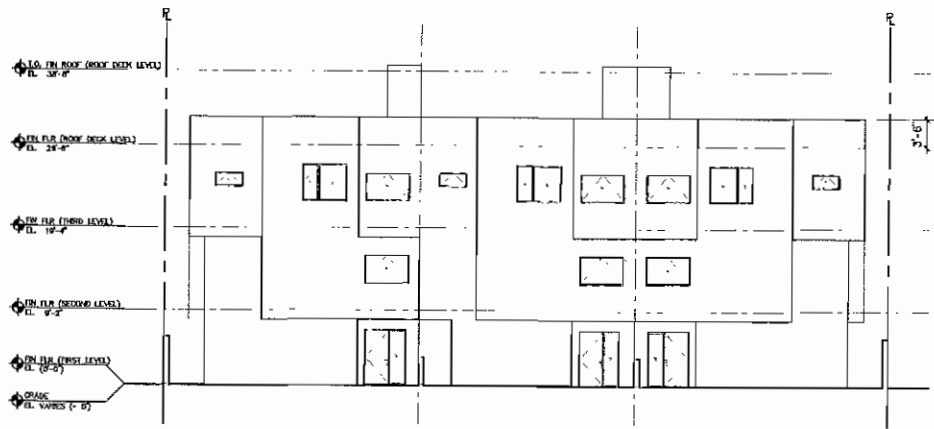
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DRAWINGS

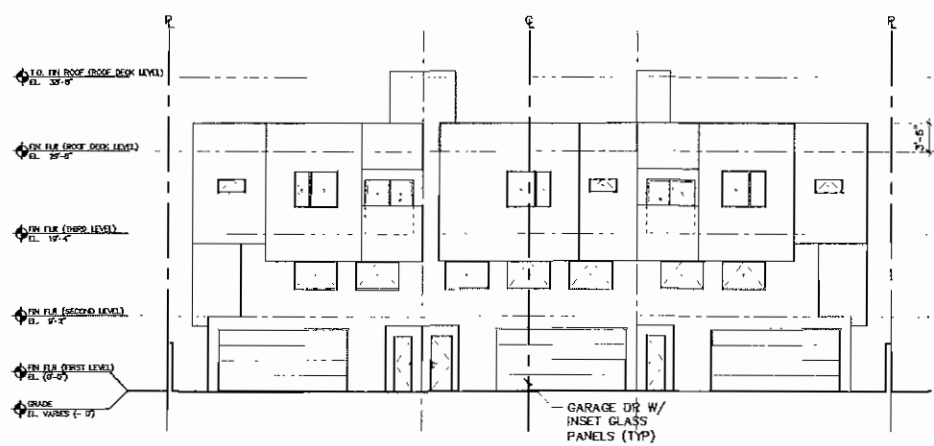
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Project number: 16051
Sheet Title:

PROPOSED
ELEVATIONS

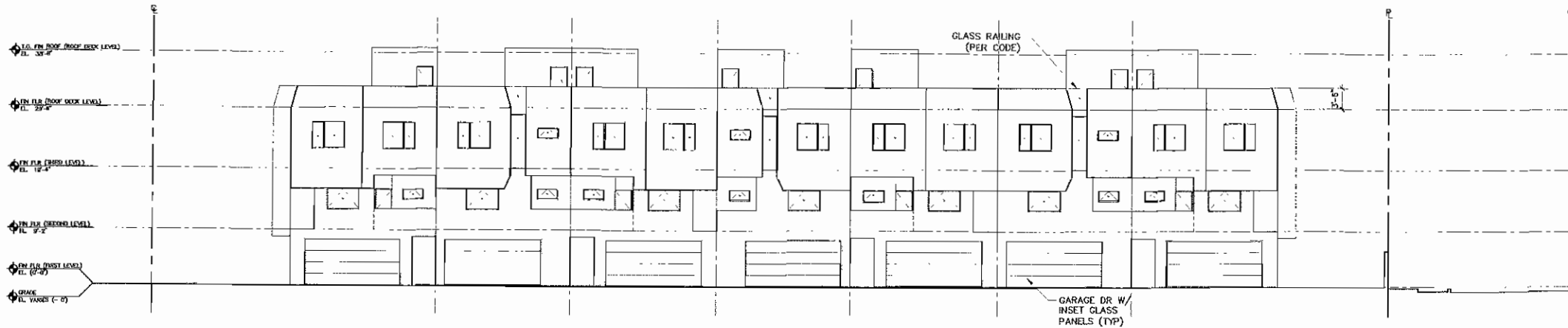
Sheet Number:
A3.02



04 WEST ELEVATION - BLOCK 3
3/32"=1'-0"



03 EAST ELEVATION - BLOCK 3
3/32"=1'-0"



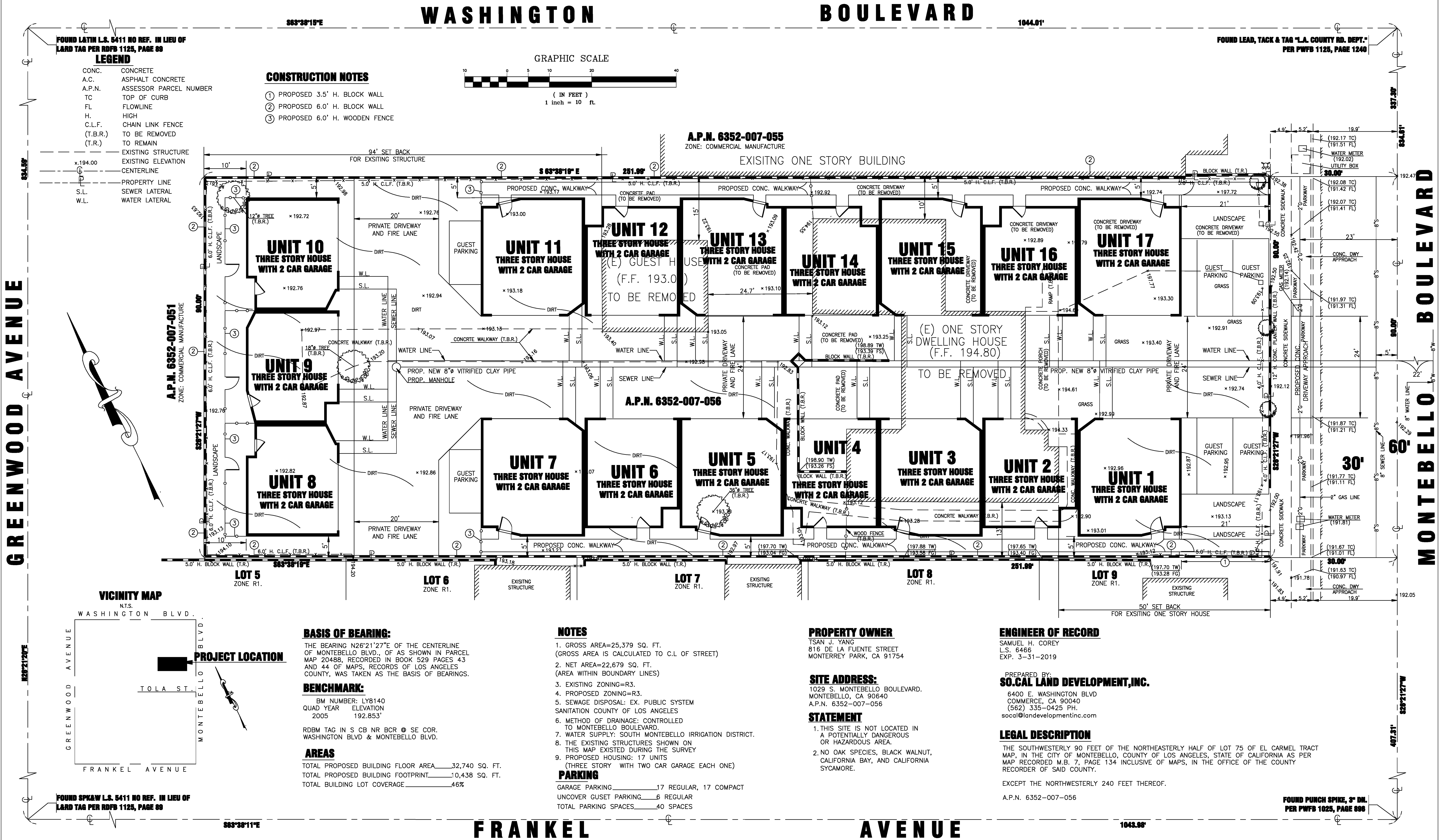
MATERIAL LEGEND
SWISS PEARL CARAT BLACK OPAL 7021
CEMBRIT CEMBOKIT GRANITE 887
COULSON ENGINEERED CEDAR SQUARE EDGE W/ OIL FIN

02 SOUTH ELEVATION - BLOCK 1
3/32"=1'-0"



01 NORTH ELEVATION - BLOCK 1/3
3/32"=1'-0"

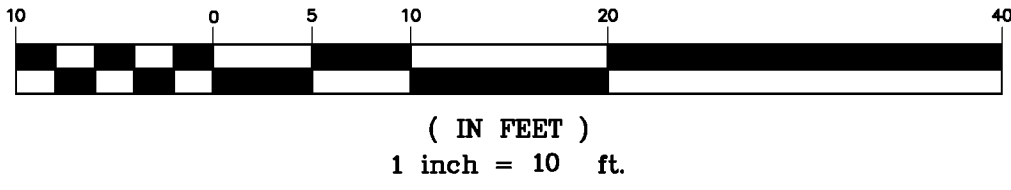
TENTATIVE PARCEL MAP NUMBER 81329
FOR CONDOMINIUM PURPOSES
LOCATED IN THE CITY OF MONTEBELLO TERRITORY OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
EXHIBIT MAP



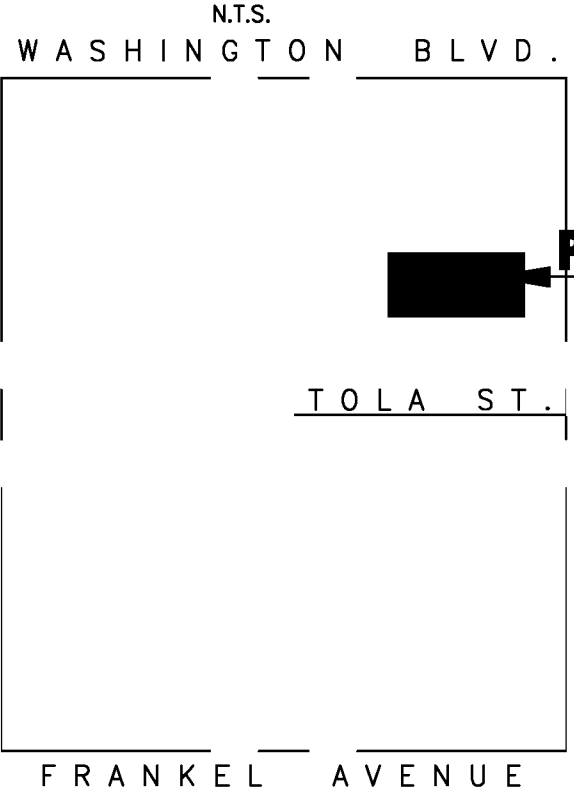
CONSTRUCTION NOTES

1. PROPOSED 3.5' H. BLOCK WALL
2. PROPOSED 6.0' H. BLOCK WALL
3. PROPOSED 6.0' H. WOODEN FENCE

GRAPHIC SCALE



VICINITY MAP



PROJECT LOCATION

BASIS OF BEARING:

THE BEARING N26°21'27"E OF THE CENTERLINE OF MONTEBELLO BLVD., OF AS SHOWN IN PARCEL MAP 20488, RECORDED IN BOOK 529 PAGES 43 AND 44 OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS.

BENCHMARK:

BM NUMBER: LY8140
QUAD YEAR ELEVATION
2005 192.853'

RDBM TAG IN S CB NR BCR @ SE COR.
WASHINGTON BLVD & MONTEBELLO BLVD.

AREAS

TOTAL PROPOSED BUILDING FLOOR AREA 32,740 SQ. FT.
TOTAL PROPOSED BUILDING FOOTPRINT 10,438 SQ. FT.
TOTAL BUILDING LOT COVERAGE 46%

NOTES

1. GROSS AREA=25,379 SQ. FT. (GROSS AREA IS CALCULATED TO C.L OF STREET)
2. NET AREA=22,679 SQ. FT. (AREA WITHIN BOUNDARY LINES)
3. EXISTING ZONING=R3.
4. PROPOSED ZONING=R3.
5. SEWAGE DISPOSAL: EX. PUBLIC SYSTEM SANITATION COUNTY OF LOS ANGELES
6. METHOD OF DRAINAGE: CONTROLLED TO MONTEBELLO BOULEVARD.
7. WATER SUPPLY: SOUTH MONTEBELLO IRRIGATION DISTRICT.
8. THE EXISTING STRUCTURES SHOWN ON THIS MAP EXISTED DURING THE SURVEY
9. PROPOSED HOUSING: 17 UNITS (THREE STORY WITH TWO CAR GARAGE EACH ONE)

PARKING

GARAGE PARKING 17 REGULAR, 17 COMPACT
UNCOVER GUEST PARKING 6 REGULAR
TOTAL PARKING SPACES 40 SPACES

PROPERTY OWNER

TSAN J. YANG
816 DE LA FUENTE STREET
MONTERREY PARK, CA 91754

SITE ADDRESS:

1029 S. MONTEBELLO BOULEVARD.
MONTEBELLO, CA 90640
A.P.N. 6352-007-056

STATEMENT

1. THIS SITE IS NOT LOCATED IN A POTENTIALLY DANGEROUS OR HAZARDOUS AREA.
2. NO OAK SPECIES, BLACK WALNUT, CALIFORNIA BAY, AND CALIFORNIA SYCAMORE.

ENGINEER OF RECORD

SAMUEL H. COREY
L.S. 6466
EXP. 3-31-2019

PREPARED BY:

SO.CAL LAND DEVELOPMENT, INC.

6400 E. WASHINGTON BLVD
COMMERCE, CA 90040
(562) 335-0425 PH.
socal@landdevelopmentinc.com

LEGAL DESCRIPTION

THE SOUTHWESTERLY 90 FEET OF THE NORTHEASTERLY HALF OF LOT 75 OF EL CARMEL TRACT MAP, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED M.B. 7, PAGE 134 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 240 FEET THEREOF.

A.P.N. 6352-007-056

FOUND PUNCH SPIKE, 3" DN.
PER PWFB 1028, PAGE 890



Palomino Crest

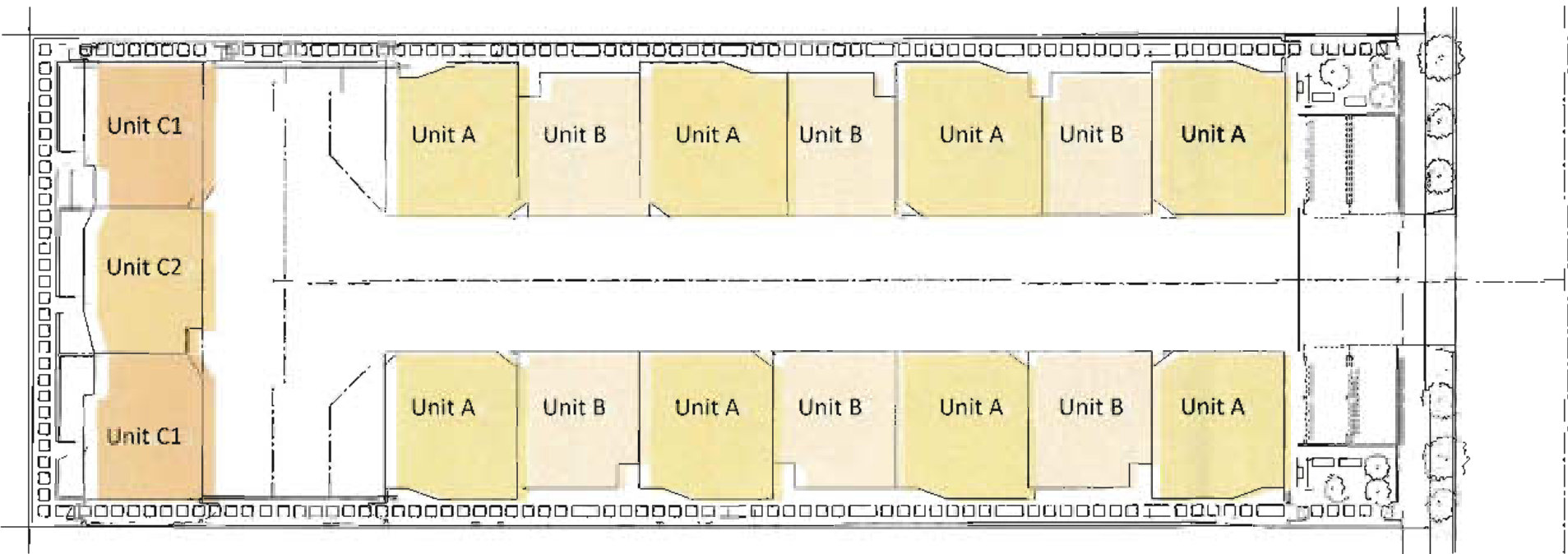
17 Three Story Townhouses
with Side-by-Side Two Car Garages and Roof Decks

Total Units Area: 17 Townhomes with 25,320 sf of residential floor area and 7,420 of garage area = 32,740 sf total

Parking: 34 Side-by-Side dedicated parking spaces (2 per Townhome) and 6 head-in guest parking spaces= 40 spaces total

Lot Coverage: 22,679 sf lot area with a 10,438 sf building footprint= 46% lot coverage

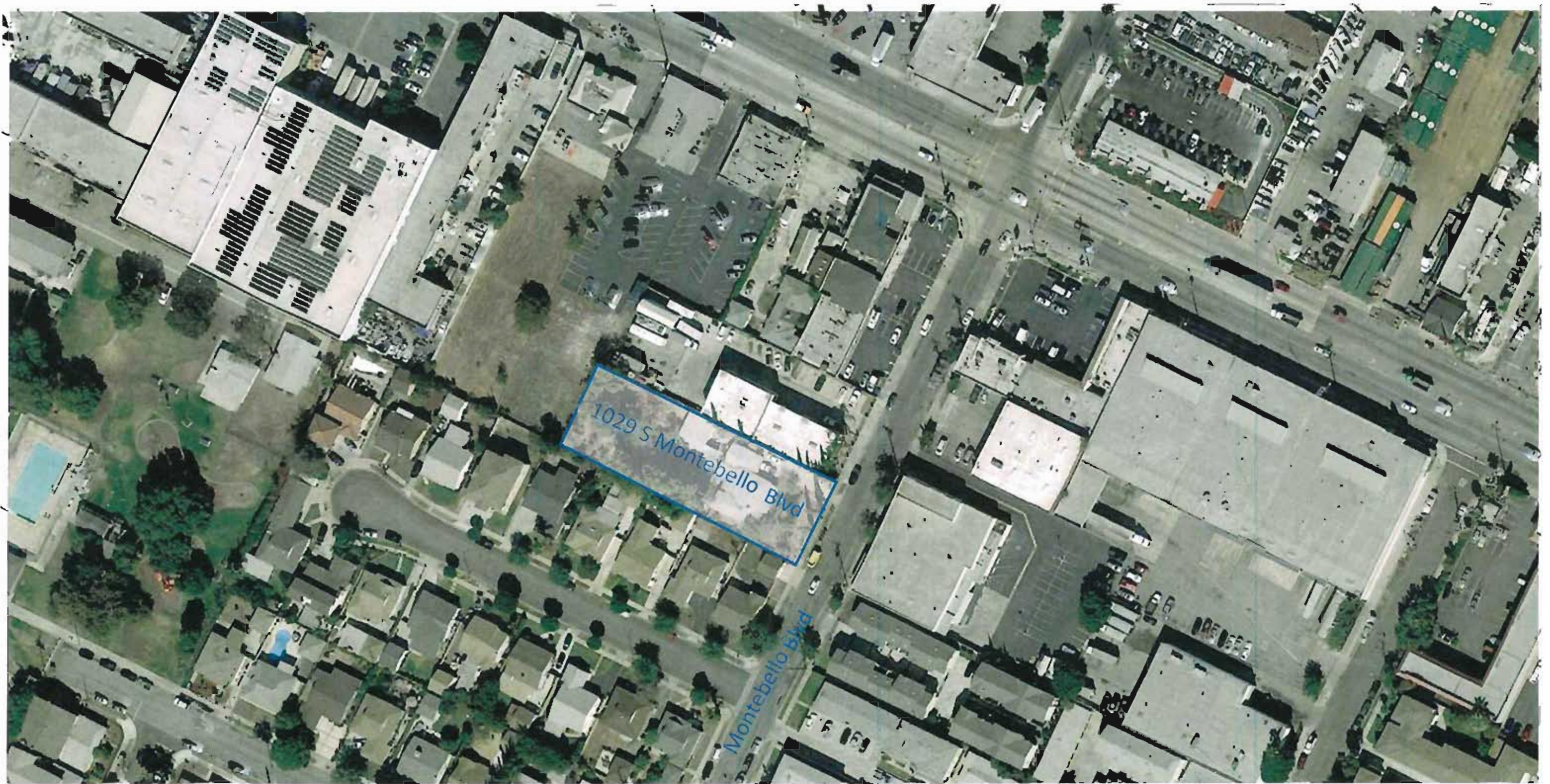
Open/Green-space: 12,241 sf



- Unit A (8 Townhomes):** 1,554 -1,616 sf residential floor area
458 SF two-car garage
3 bedroom/2.5 bath
- Unit B (6 Townhomes):** 1,376 -1,414 sf residential floor area
416 sf two-car garage
2 bedroom/2.5 bath
- Unit C1 (2 Townhomes):** 1,362 sf residential floor area
420 sf two-car garage
2 bedroom/2.5 bath
- Unit C2 (1 Townhome):** 1,421 sf residential floor area
420 sf two-car garage
2 bedroom/2.5 bath

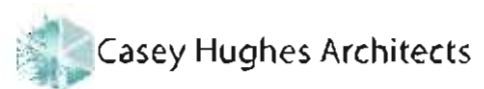
Unit Mix

Palomino Crest



Existing Street View

Palomino Crest



1029 S. Montebello Blvd



Existing Street View

Palomino Crest



Existing Site Photos

Palomino Crest

1029 S. Montebello Blvd



View of Drive Isle

Palomino Crest

1029 S. Montebello Blvd



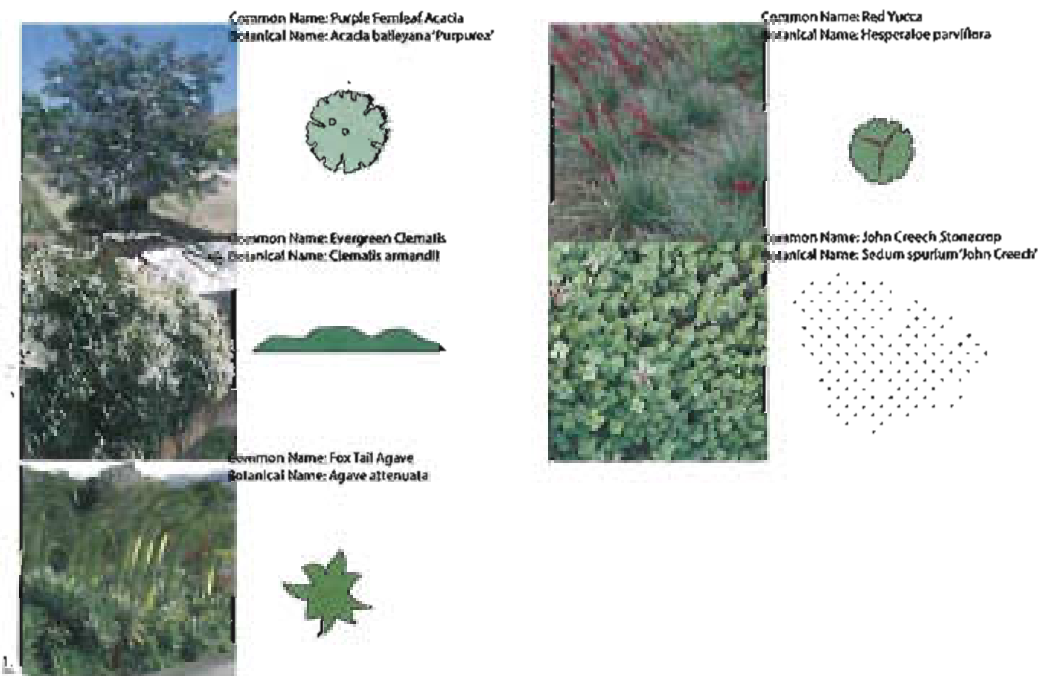
View of Drive Isle from Above



View of Rear Units

Palomino Crest

1029 S. Montebello Blvd

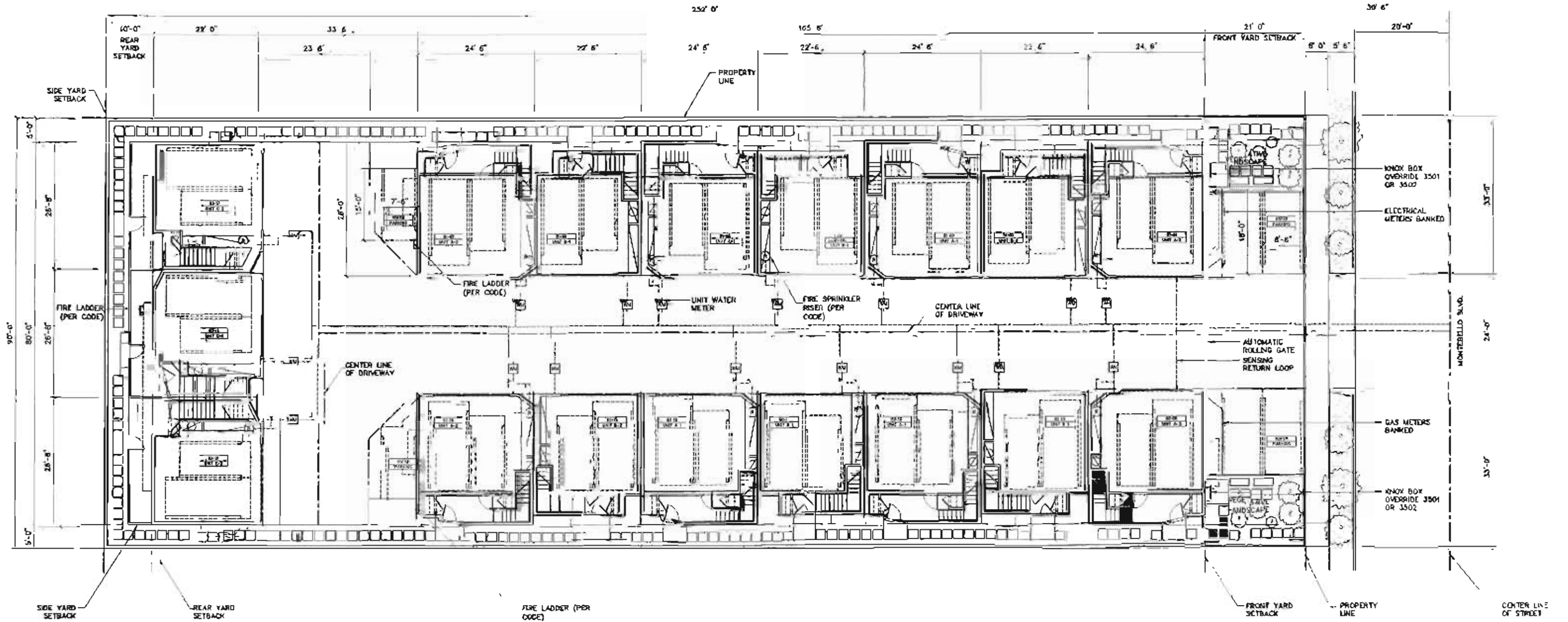


Landscape Plan

Palomino Crest

GROUP LEGEND

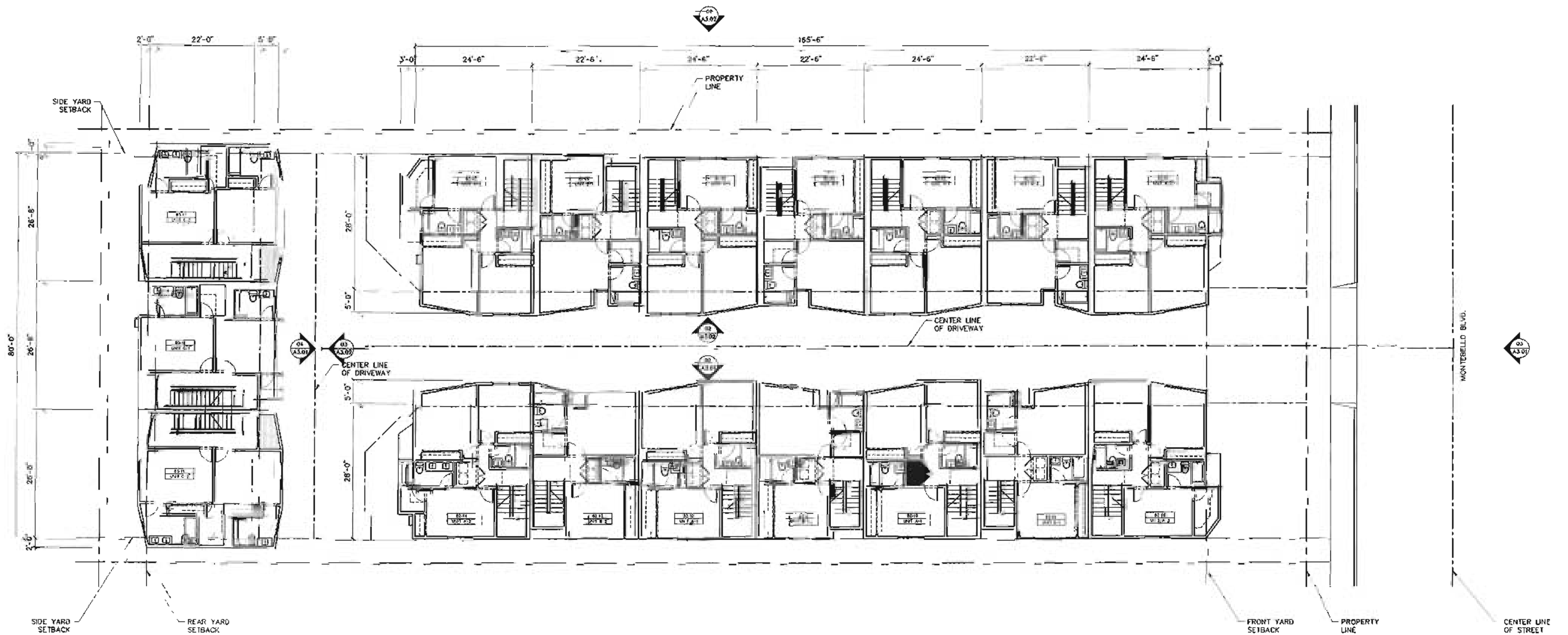
- WM-UNIT WATER METER DISTALLED PER CODE AND MFRS SPECS
- FS-SPRINKLER RISER AUTOMATIC SPRINKLER SYSTEM INSTALLED PER CODE AND MFRS SPECS
- GM-GAS METER BANKED INSTALL PER CODE AND MFRS SPECS
- EM-ELECTRICAL METERS BANKED INSTALL PER CODE AND MFRS SPECS



Site Plan- 1st floor

Palomino Crest

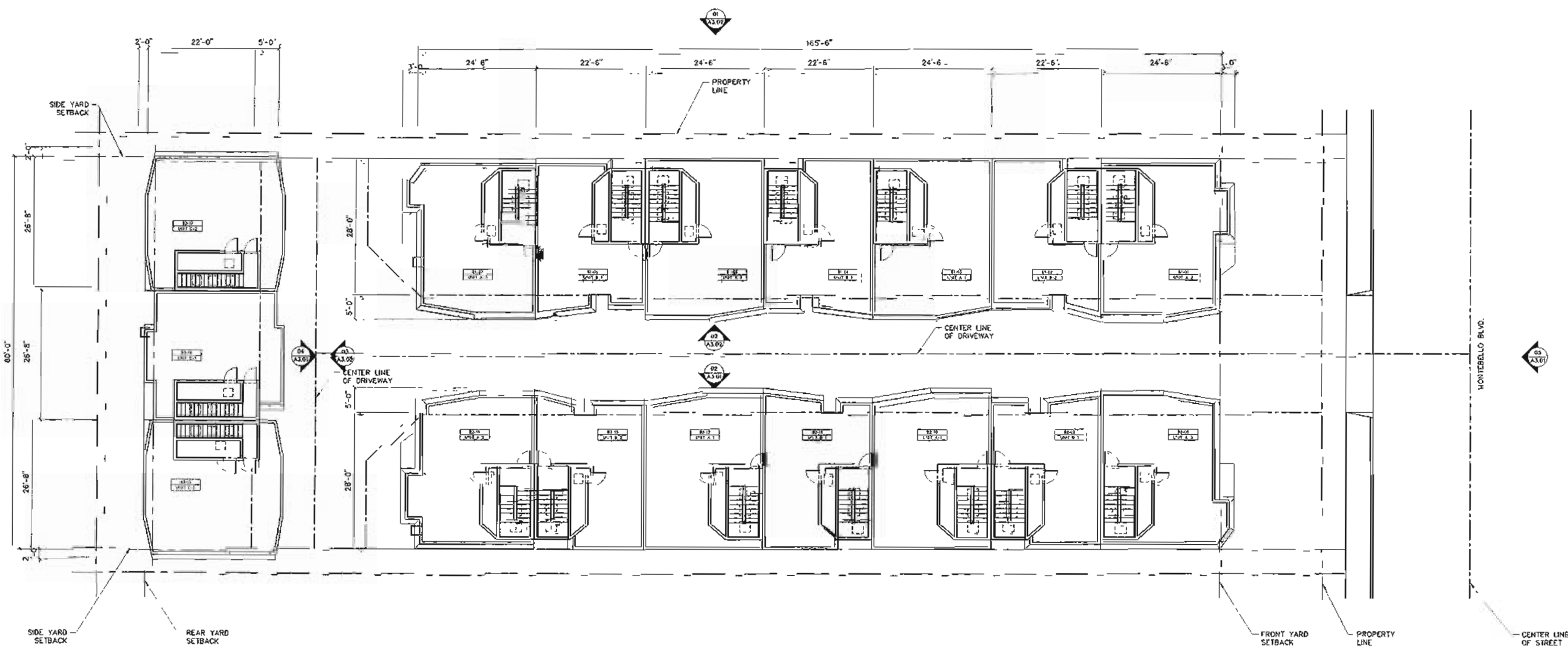
1029 S. Montebello Blvd



Site Plan- 3rd floor

Palomino Crest

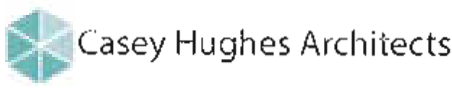
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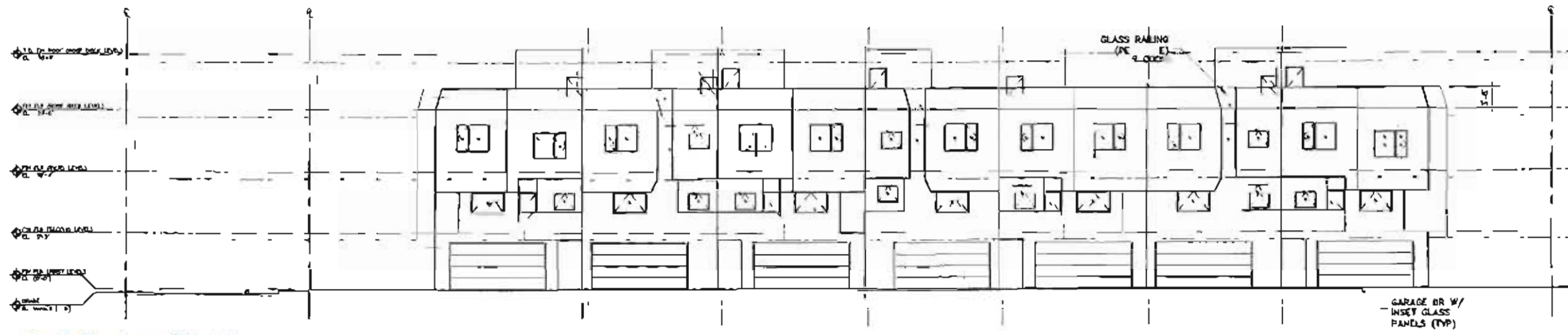


Site Plan- Roof Deck

Palomino Crest

1029 S. Montebello Blvd





North Elevation of Block 2



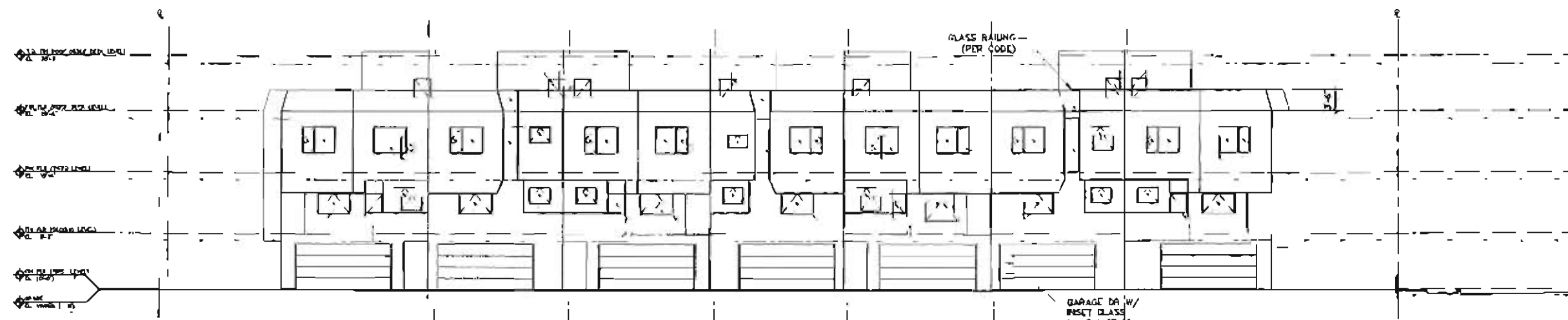
South Elevations of Blocks 2 & 3

Building Elevations

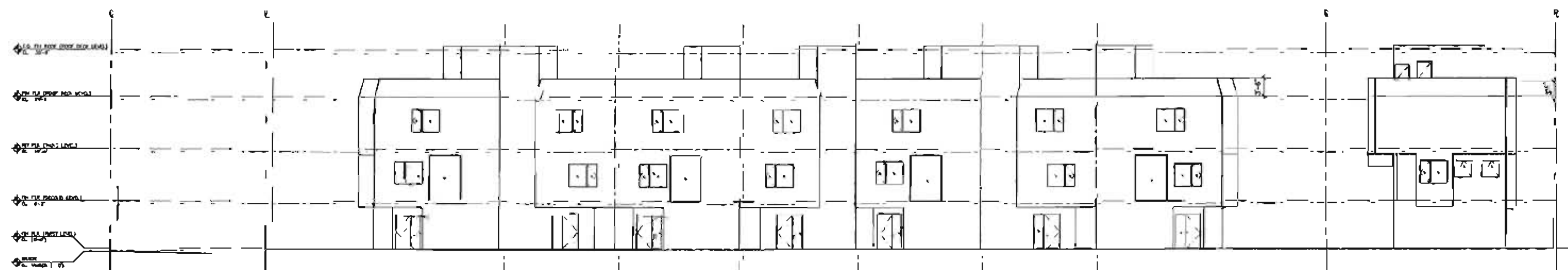
Palomino Crest



1029 S. Montebello Blvd



South Elevation of Block 1



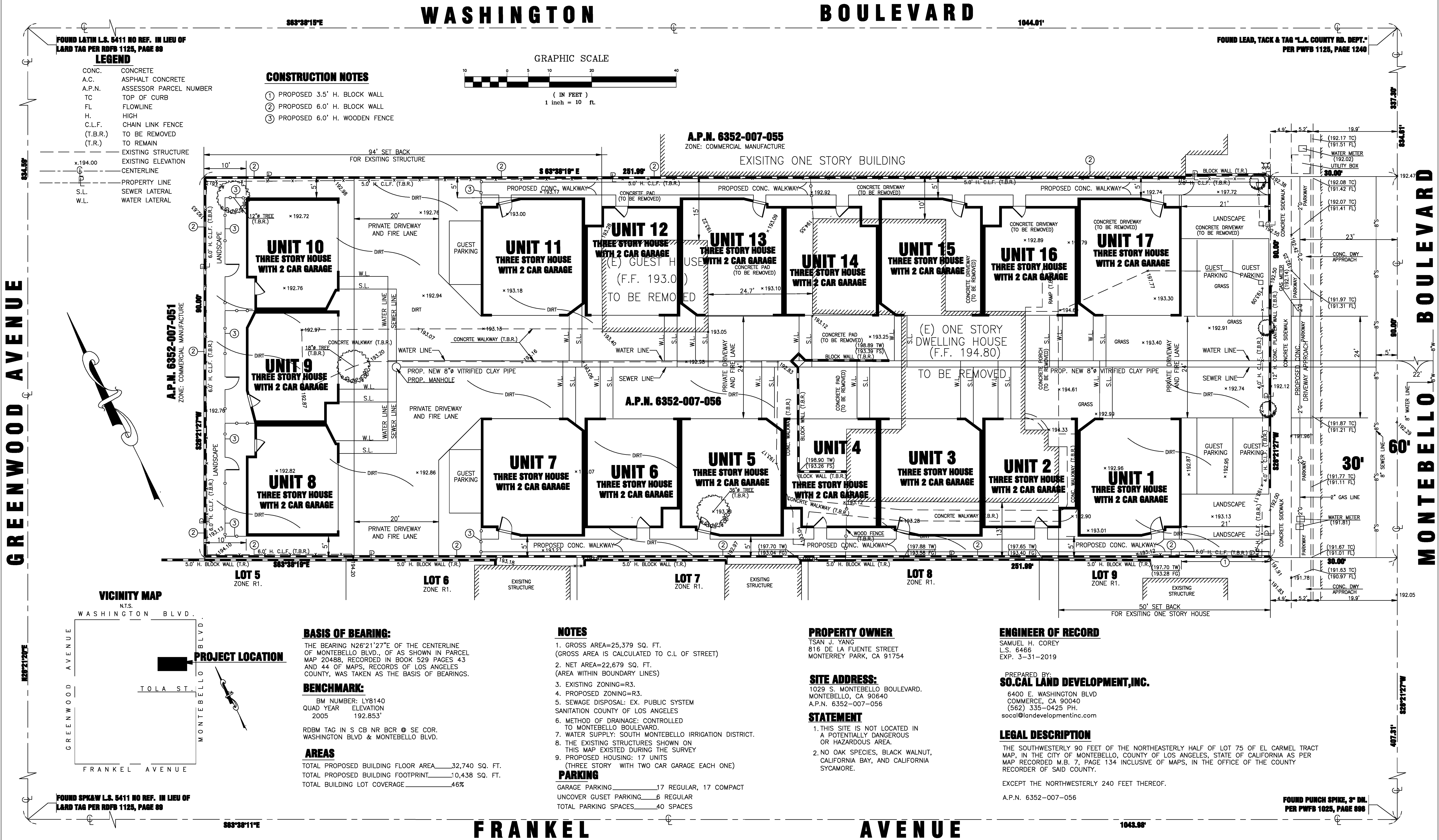
North Elevations of Blocks 1 & 3

Building Elevations

Palomino Crest

1029 S. Montebello Blvd

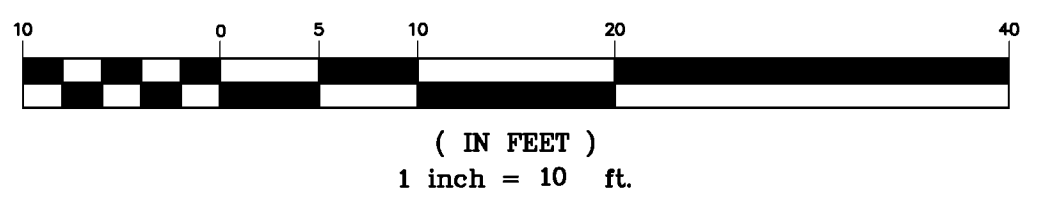
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EXHIBIT MAP



CONSTRUCTION NOTES

- ① PROPOSED 3.5' H. BLOCK WALL
- ② PROPOSED 6.0' H. BLOCK WALL
- ③ PROPOSED 6.0' H. WOODEN FENCE

GRAPHIC SCALE

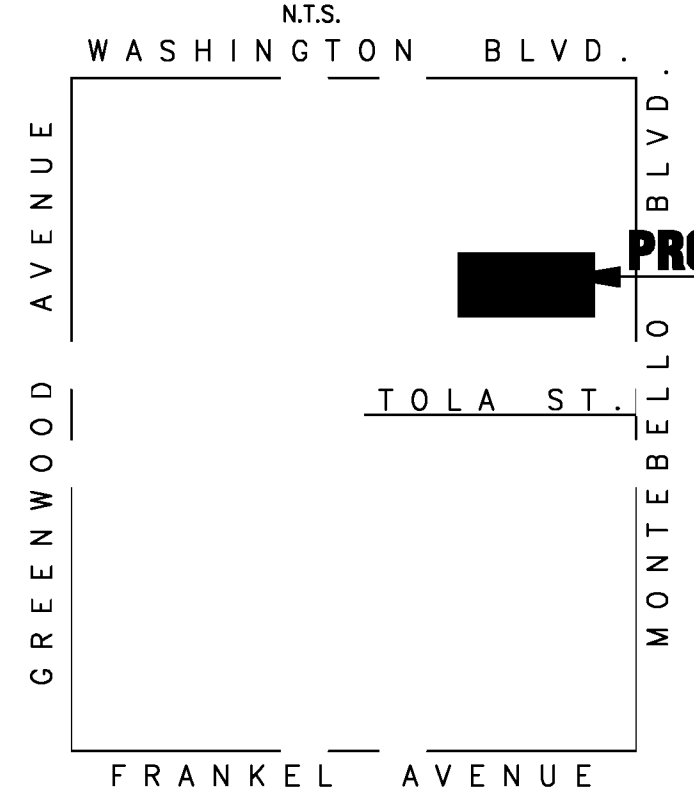


GREENWOOD AVENUE

MONTEBELLO BOULEVARD

FRANKEL AVENUE

VICINITY MAP



PROJECT LOCATION

BASIS OF BEARING:

THE BEARING N26°21'27"E OF THE CENTERLINE OF MONTEBELLO BLVD., OF AS SHOWN IN PARCEL MAP 20488, RECORDED IN BOOK 529 PAGES 43 AND 44 OF MAPS, RECORDS OF LOS ANGELES COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS.

BENCHMARK:

BM NUMBER: LY8140
QUAD YEAR ELEVATION
2005 192.853'

RDBM TAG IN S CB NR BCR @ SE COR.
WASHINGTON BLVD & MONTEBELLO BLVD.

AREAS

TOTAL PROPOSED BUILDING FLOOR AREA 32,740 SQ. FT.
TOTAL PROPOSED BUILDING FOOTPRINT 10,438 SQ. FT.
TOTAL BUILDING LOT COVERAGE 46%

NOTES

- 1. GROSS AREA=25,379 SQ. FT. (GROSS AREA IS CALCULATED TO C.L OF STREET)
- 2. NET AREA=22,679 SQ. FT. (AREA WITHIN BOUNDARY LINES)
- 3. EXISTING ZONING=R3.
- 4. PROPOSED ZONING=R3.
- 5. SEWAGE DISPOSAL: EX. PUBLIC SYSTEM
SANITATION COUNTY OF LOS ANGELES
- 6. METHOD OF DRAINAGE: CONTROLLED TO MONTEBELLO BOULEVARD.
- 7. WATER SUPPLY: SOUTH MONTEBELLO IRRIGATION DISTRICT.
- 8. THE EXISTING STRUCTURES SHOWN ON THIS MAP EXISTED DURING THE SURVEY
- 9. PROPOSED HOUSING: 17 UNITS (THREE STORY WITH TWO CAR GARAGE EACH ONE)

PARKING

GARAGE PARKING 17 REGULAR, 17 COMPACT
UNCOVER GUEST PARKING 6 REGULAR
TOTAL PARKING SPACES 40 SPACES

PROPERTY OWNER

TSAN J. YANG
816 DE LA FUENTE STREET
MONTERREY PARK, CA 91754

SITE ADDRESS:

1029 S. MONTEBELLO BOULEVARD.
MONTEBELLO, CA 90640
A.P.N. 6352-007-056

STATEMENT

- 1. THIS SITE IS NOT LOCATED IN A POTENTIALLY DANGEROUS OR HAZARDOUS AREA.
- 2. NO OAK SPECIES, BLACK WALNUT, CALIFORNIA BAY, AND CALIFORNIA SYCAMORE.

ENGINEER OF RECORD

SAMUEL H. COREY
L.S. 6466
EXP. 3-31-2019

PREPARED BY:

SO.CAL LAND DEVELOPMENT, INC.

6400 E. WASHINGTON BLVD
COMMERCE, CA 90040
(562) 335-0425 PH.
socal@landdevelopmentinc.com

LEGAL DESCRIPTION

THE SOUTHWESTERLY 90 FEET OF THE NORTHEASTERLY HALF OF LOT 75 OF EL CARMEL TRACT MAP, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED M.B. 7, PAGE 134 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 240 FEET THEREOF.

A.P.N. 6352-007-056

FOUND PUNCH SPIKE, 3" DIA.
PER PWFB 1028, PAGE 890

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

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

DATE: April 11, 2018

RECOMMENDATION

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

BACKGROUND

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

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

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

QUIMBY ACT OF 1975

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

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

AB 1600 OF 1987

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

CITY OF MONTEBELLO PARK FEES

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

ANALYSIS

OBJECTIVES OF A PARK FEE PROGRAM

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

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

ELIGIBLE EXPENDITURES FOR THE PARK FEE

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

1. Developing new neighborhood or community parks

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

2. Rehabilitating existing neighborhood or community parks

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

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

NEW METHODOLOGY TO BE ADOPTED

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

DEDEICATION OR FEE CALCULATION

Dedication Of Land Formula

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

Park Fee Methodology Formula

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

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

$\frac{\$1,139,784.92}{1}$	Cost Acre	$\frac{4.0}{1,000}$	Acres People	$\frac{3.2}{1}$	People Unit	\$14,589.25 per unit*
----------------------------	-----------	---------------------	--------------	-----------------	-------------	-----------------------

*For an average dwelling unit (1,200 square feet), the cost is \$1.22 cents per square foot

Example: 22 new apartment units
 $(\$14,589.25) \times 22 \text{ (units)} = \$204,249.50$

ENVIRONMENTAL

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

FISCAL IMPACT

No increase in General Funds

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

ATTACHMENTS

- Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING THE PARK IN-LIEU FEE.

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

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

WHEREAS, The in-lieu fee is based upon the standard of 4.0 acres of parkland per 1,000 residents, which is a standard currently maintained with the City and is the policy established by the Montebello General Plan;

WHEREAS, Section 2 establishes the park in-lieu fee and provides that the amount of the fee shall be established by resolution of the City Council;

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

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

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

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

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

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

SECTION 2. ADOPTED FEES. That the park in-lieu fee amount shall be \$14,589.25 per residential unit as a condition for any subdivision map recorded after this date. This fee shall not apply to properties on which residential development is prohibited or to commercial or industrial subdivisions where no residential parcels are established. Therefore administering the fee that will be followed by the City are attached as Exhibit "A" to this Resolution.

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

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

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

PASSED, APPROVED and ADOPTED this ____ day of _____ 2018.

Vanessa Delgado, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

EXHIBIT A

CITY OF MONTEBELLO

QUIMBY DEVELOPMENT FEES

This policy is enacted pursuant to the authority granted by Section §66477 of the Government Code of the State of California. The park and recreation facilities for which dedication of land and/or payment of a fee required by the City's Recreation and Park Department is in accordance with the general plan of the City of Montebello.

- A. Requirements: Prior to the approval of the tentative map or parcel map, the Planning Division shall meet with the subdivider and determine the land required for dedication and/or in lieu fee payment. As a condition of approval of a final subdivision map or parcel map, the subdivider shall dedicate land, pay a fee in-lieu thereof, or both at the option of the City for neighborhood and Community Park or recreational purposes.
- B. General Standard: It is found and determined that the public interest, convenience, health, welfare and safety require that "spelled out number" (#) acres of property for each 1,000 persons residing within the City be devoted to neighborhood and community park and recreational purposes.
- C. Formula for Dedication of Land: The formula for determining acreage to be dedicated shall be as follows:

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

- D. Formula for Fee In-Lieu of Land Dedication: The formula for calculating park fees in-lieu of land is as follows:

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

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

$\frac{\$1,139,784.92}{1}$	Cost Acre	$\frac{4.0}{1,000}$	Acres People	$\frac{3.2}{1}$	People Unit	\$14,589.25 per unit
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Example: 1,200 new apartment units
(\$14,589.25) * 22 (units) = \$204,249.50

E. Use of Money as follows:

1. Developing new neighborhood or community parks

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

2. Rehabilitating existing neighborhood or community parks

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

F. Land Access: All land offered for dedication shall have access to at least one existing or proposed public street. The City Council may waive this requirement if the City Council determines public street access is unnecessary.

G. Special Waiver – Affordable Housing Projects: The City Council can waive the Quimby provisions of land dedication or in lieu fees for projects that result in the creation of residential units with a long term dedication to affordability as defined as affordable to moderate income or lower income households.

H. Special Provision – Condominium and Townhouse Projects: Since condominium and townhouse projects submit their building plans prior to the recordation of the subdivision map, they will be required to pay the in-lieu fee at the time the subdivider files their subdivision map act for their project.

I. Request for Waiver of a portion of the In-Lieu Fee or Land Dedication: A waiver not to exceed 50% can be given against the requirement of land dedication or payment of fees in-lieu thereof if the City Council finds that it is in the public interest to do so. No credit will be given for open space. In order for the proposed facilities in the subdivision to be eligible for a waiver, they must fit the current needs of the community.

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Authorize Retention of Golf Course Consultant

DATE: April 11, 2018

RECOMMENDATION

That the City Council authorize the retention of Tom Frost Golf, Inc. (TFG) to perform an operational and economic performance review of all aspects of the City's Municipal Golf Course for the amount of \$14,700, authorize the Acting City Manager to execute a Professional Services Agreement on behalf of the City and approve a resolution of appropriation of \$18,375 to complete the proposed project, including a project contingency of 25%.

BACKGROUND

At the City Council meeting of February 14, 2018, the City Council discussed the need to retain a Consultant to evaluate the current operations of the City's Municipal Golf Course. Staff has solicited three proposals to provide that overview of the golf course operations and the results are being presented to the city for selection and award of a professional services agreement.

The Golf Course operates as an enterprise fund of the City and as such the city monitors its revenues and expenses. The purpose of enterprise funds is to establish a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. As addressed in City's internal audits and as discussed with the City Council, the Golf Course has been operating a deficit for some time (see attached schedule) requiring that the City's General Fund subsidize the operations and as a result divert funds from other City operational needs.

The purpose of hiring a consultant will be to help review the operation and economic performance of the Golf Course and make recommendations on how to improve its operating efficiencies and seek opportunities to improve profitability. The Final Report should provide recommendations for how to improve and reverse this trend and provide us with a plan for long term sustainability.

ANALYSIS

The requested action provides for a complete evaluation and review of the operational and economic performance of the Golf Course through an independent golf course consultant. This would include review of the grounds maintenance, food and yard operations, marketing analysis, etc., and identify opportunities to improve the profitability and performance of the golf course. The consultant would also establish benchmark for fees, review existing and alternative operating models, evaluate our market, etc. The goal of the study is to identify opportunities to improve cash flow and achieve a positive impact to the City's General Fund. The Project would take approximately 8 – 10 weeks to complete.

The proposals offer essentially the same services and their costs are as follows:

- 1) Tom Frost Golf, Inc. (TGF) – \$14,700.00, plus additional work billed at \$175.00 per hour, if required.
- 2) National Golf Foundation Consulting (NGF Consulting) – \$19,750.00
- 3) Global Golf Advisors – \$19,950.00 - \$22,500.00 plus a cap on expenses of \$2,500.00

Staff is recommending the retention of Tom Frost Golf, Inc.

FISCAL IMPACT

The cost of the consultant would be funded from General Fund Reserves. A resolution of appropriation is attached to the staff report.

SUMMARY

The City Council will consider the request to award a contract and a resolution appropriating the required funds to perform an operational and economic performance review of all aspects of the Golf Course.

ATTACHMENTS

Golf Course Statistics
Proposal – Global Golf Advisors
Proposal – TFG
Proposal – NGF
Resolution of Appropriation
Agreement

Summary of GOLF fund transfers

	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	TOTAL
TRANSFER IN-OUT	-	-	-	-	-	495,000	400,000	1,278,167	-	841,900	3,015,067
DUE TO-FROM			346,449	1,204,811	-	-	29,611	-	786,000	-	2,366,871
TOTAL CASH TRANSFERS	-	-	346,449	1,204,811	-	495,000	429,611	1,278,167	786,000	841,900	5,381,938

Highlighted in yellow are transfers not from General fund

GOLF FUND REVENUE HISTORY

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18 BUDGET
		1	2	3	4	5	6	7	8	9	10	
REVENUES:												
MISCELLANEOUS REVENUE	610-99-3998	2,070	12,000	(3,338)	500		148			97	-	-
RENTS AND CONCESSIONS FEES	610-99-4700	643,712	549,544	418,706	480,047	302,354	438,278	463,904	457,734	502,638	571,482	512,691
GREEN FEES	610-99-4100.10	1,611,177	1,337,589	1,232,284	1,300,042	1,330,513	1,036,041	1,065,185	1,074,349	994,162	865,911	1,244,136
CART RENTAL	610-99-4100.20	649,032	606,989	602,764	574,171	572,581	447,642	451,074	501,906	490,972	422,853	510,807
DRIVING RANGE	610-99-4100.30	93,598	110,299	122,492	101,042	101,132	89,192	136,772	119,324	104,988	76,432	109,230
MISCELLANEOUS INTEREST INCOME	610-99-	38,113	16,915	0								-
GOLF COURSE SPECIAL EVENT PARK	610-99-4100.50	1,000		4,000	8,000	50,297	279,623	268,278	158,782	201,662	154,732	-
GOLF COURSE DISCOUNT CARDS	N/A	4,828	4,899	4,005								
TOTAL REVENUES		3,043,529	2,638,235	2,380,913	2,463,802	2,356,876	2,290,923	2,385,213	2,312,095	2,294,519	2,091,410	2,376,864
STATISTICS:												
ROUNDS								45,244	43,009	42,649	36,168	
CART RENTAL								19,004	22,852	25,094	21,614	
DRIVING RANGE								34,222	29,988	25,954	19,112	
TOTAL								98,470	95,849	93,697	76,894	



GLOBAL GOLF ADVISORS INC.
Johnston, DeLozier - Principals

2415 East Camelback Road, Suite 700
Phoenix, Arizona 85016
Tel: 602-739-0488
Fax: 602-508-6099
Toll Free: 1-888-432-9494
globalgolfadvisors.com

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

Delivered by electronic mail: APasmant@cityofmontebello.com

March 23, 2018

Re: Proposal of Services – City of Montebello, California (Golf Course)

Dear Andrew:

In connection with your discussion with Stephen Johnston this week, the City of Montebello ("the City") would like a consultant to evaluate the current golf operations at its golf course ("Montebello"). Global Golf Advisors ("GGA") is pleased to present our Proposal of Services in this regard.

Our Understanding:

Currently, the golf course is being subsidized by the City and the City is looking for recommendations which will eliminate the current subsidy.

Scope of Services:

As part of the evaluation, GGA would undertake the following scope of services:

1. Complete a site visit which would include meetings with all key managers (Golf Professional, Greens Superintendent, Food and Beverage operator) as well as City Management.
2. Complete a review of all key contracts which impact the golf operation; for example, Golf Professional, food concessions and any lease contracts for equipment.
3. Complete a detailed market analysis which includes demographic and psychographic analyses with competitive pricing of golf courses in the area.
4. Complete a yield management review of rounds inventory as well as an evaluation of tee time intervals. This process will evaluate best practice for marketing rounds and appropriate pricing models.



Mr. Andrew Pasmant, City Manager
City of Montebello, CA
Proposal of Services – March 23, 2018

5. Complete an overall operational review for both revenues and expenses based upon industry benchmarks for clubs similar to Montebello and in the region.
6. Based upon a review of the above data, complete a net income and cash flow impact analysis:
 - Status Quo considering GGA recommendations; and
 - Alternative solutions which may require changes to existing contracts and management of the course or an outright lease of the property to a third party.
7. Included with the impact analysis will be GGA observations regarding existing contracts, lease arrangements and commentary on capital maintenance of the facility.

Deliverables:

1. A Marketing Analysis and Communications Action plan, including recommendations regarding yield management and marketing of golf operations;
2. An Operations Report; and,
3. An Impact Analysis with appropriate recommendations.

About GGA:

Global Golf Advisors Inc. is one of the largest and oldest professional services firms in the world specifically focusing on the golf industry. Formed in 1992, (and formerly known as the KPMG Golf Industry Practice), our Company has grown to serve over 2,900 golf clubs across the world in a number of capacities from offices in Phoenix (Arizona), Toronto (Ontario), Dublin (Ireland) and Sydney (Australia).

GGA is truly a global firm with an in-depth local market understanding. Global reach and wide-ranging experience allows the GGA team to share unique best practices and creative thinking with clients. We help interpret and tweak these shared best practices and "out-of-the-box" concepts for specific application to each client's unique financial, market and operational circumstances. Our solutions work because they are thoroughly researched, rigorously analyzed and carefully planned.

Due to years of experience and an extensive and diverse client base, GGA has accumulated valuable industry specific statistical data and best practices related to the marketing and operations of golf clubs throughout the world. Combined with experience and business acumen, these empirical insights allow us to provide our clients with statistical evidence, benchmarks, analysis and comprehensive action plans for success.



Mr. Andrew Pasmant, City Manager

City of Montebello, CA

Proposal of Services – March 23, 2018

The GGA team includes dedicated industry specialists in addition to a deep support network of professionals. Each GGA team-member who will work on this assignment brings the power of significant experience in working with major professional firms on complex problems. GGA staff has both a golf and business background, with a university or college degree in business.

GGA has undertaken a number of similar assignments; listed below is a sample listing of our similar work in United States:

- City of Los Angeles, CA (Portfolio of thirteen City owned and operated courses)
- The City of Sacramento, CA (Five City Owned and Operated Golf Courses)
- LA County (current)
- Oklahoma City Public Property Authority (five golf course portfolio)
- The City of Greensboro, NC (Brian Park Golf Course)
- The City of Sacramento, CA (Five City Owned and Operated Golf Courses)
- City of Inver Grove Heights, MN (Inverwood Golf Course)
- City of Dublin, OH (The Golf Club of Dublin)

Staff:

This assignment would be led by Henry DeLozier (Partner), with support from Derek Johnston, Stephen Johnston (Partners), Michael Gregory (Senior Manager) and Martin Tzankov (Senior Associate). Our team's biographies are attached.

Fees and Timing:

Based upon the scope of work as outlined, our fees would be \$19,950.00 USD with only one site visit. If a trip is required in order to make a presentation of our reports, the fee would increase to \$22,500.00 plus out-of-pocket expenses. Some of our clients will not require the second site visit as the presentation can be made via conference call. The cap on expenses without the second site visit would be \$2,500.00.

This work can be completed within eight weeks from acceptance of this Proposal of Services. GGA's consulting fees would be paid based upon agreed milestones once the scope of services is approved.



Mr. Andrew Pasmant, City Manager
City of Montebello, CA
Proposal of Services – March 23, 2018

GGA Standard Terms and Conditions:

Confidentiality:

GGA acknowledges that all information provided by the City of Montebello and/or the Golf Course (collectively hereinafter referred to as “the City”), its Management, or its representatives, pursuant to this engagement is confidential.

GGA agrees that it shall maintain such information in confidence and that such information shall not be used other than in furtherance of the purposes of this engagement, provided that this confidentiality obligation shall not apply to (a) information now in the public domain, (b) information that subsequently becomes public other than through breach of GGA of its obligations hereunder, and (c) information that is required by law to be disclosed. GGA agrees to advise the City and its representatives promptly of any requests by third parties for disclosure of any such information. GGA and all of its representatives shall be made aware of and be bound by this provision.

Warranty as to Accuracy of Information:

To the best of your knowledge and capabilities, the City represents and warrants to GGA, and will ensure, that all information as may be provided to GGA, orally or in writing, in connection with the engagement hereunder will be accurate and complete in all material respects and will not be misleading in any material way and will not omit any fact or information that might reasonably be and actually known to be considered material to the engagement of GGA. The City acknowledges and agrees that, in conducting the described scope of work, GGA will be using and relying upon such information (and information available from public sources), and GGA shall be under no obligation to verify independently any information so provided or otherwise obtained by GGA, or to investigate changes in such information subsequent to the information being provided to GGA.

Indemnity:

In consideration of GGA accepting this engagement, the City hereby agrees to indemnify and hold GGA and/or any affiliated company or partnership (hereinafter referred to collectively as “GGA”) and each and every one of the partners, directors, officers and employees of GGA (hereinafter referred to as its “Personnel”) harmless from and against any and all expenses, losses, claims, actions, damages or liabilities (including the aggregate amount paid for the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against GGA or any of its Personnel) to which GGA and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise, insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of



Mr. Andrew Pasmant, City Manager
City of Montebello, CA
Proposal of Services – March 23, 2018

professional services rendered by GGA and its Personnel in connection with this letter, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- i) GGA or its Personnel have been grossly negligent or dishonest or have committed any fraudulent act or willful misconduct in the course of such performance; and,
- ii) The expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused by the negligence, dishonesty, fraud or willful misconduct referred to in (i) above.

The City will not settle any litigation relating to its engagement of GGA unless such settlement includes an express unconditional and irrevocable release in favor of GGA and any of its Personnel with respect to all claims asserted in such settlement. The indemnity of the City provided herein shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the City, GGA and any of the Personnel of GGA. The foregoing provisions shall survive the completion of professional services rendered hereunder, until superseded or replaced by agreement of the parties.

GGA shall not be liable to the City for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by you to GGA under this engagement.



Mr. Andrew Pasmant, City Manager
City of Montebello, CA
Proposal of Services – March 23, 2018

Andrew, we appreciate the opportunity to be of service to the City of Montebello. If the foregoing is in accordance with your needs, please indicate your acceptance by signing in the space provided below, and return a copy of the signed letter along with payment our retainer invoice, which shall thereupon constitute a binding agreement between the City of Montebello and Global Golf Advisors Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry B. DeLozier", is written over a light blue horizontal line.

Henry B. DeLozier
Partner
Global Golf Advisors Inc., Phoenix
hdelozier@globalgolfadvisors.com
602-739-0488 / 1-888-432-9494
www.globalgolfadvisors.com

ACCEPTANCE:

Accepted and agreed to as of the _____ day of _____, 2018

By: _____ Print Name: _____

Title: _____

Company Name: _____

GGA TEAM FOR CITY OF MONTEBELLO, CA



Henry DeLozier
Partner, Global Golf Advisors Inc.

Henry DeLozier is considered one of the leading authorities on private club strategy and golf course asset development. Henry is recognized within the industry for his uncommon understanding of private clubs and lifestyle development. He is known as a no-nonsense profit producer, an innovative marketer and an advocate of exceptional customer service. His career history reflects new concept introductions and numerous successful business turnarounds.

Henry joined GGA in 2008 after nine years as the Vice President -- Golf of Pulte Homes, the largest developer of golf course communities in the U.S. While at Pulte Homes, Henry developed 27 golf courses in 10 states. During his tenure, Pulte Homes became the largest developer of golf communities and of golf courses in the U.S. with more than \$500 million in developed golf assets. In addition, he was responsible for the operation of more than 20 Pulte golf courses.

Henry has been recognized by Golf Inc. magazine as one of the "Most Influential People in Golf". He is a Past President of the Board of Directors of the National Golf Course Owners Association and serves on the Employers Advisory Council for the PGA of America.

A "go to" resource on matters of golf-related resort and residential investment and development, Henry is often asked by U.S. and international media to comment on social and economic trends affecting the golf business.



Stephen Johnston
Partner, Global Golf Advisors Inc.

Stephen Johnston is the founding Partner of GGA and one of the leading authorities on operational analysis and financial solutions for clubs and golf businesses.

Steve began his career at the accounting firm of Thorne Gunn/Thorne Riddell in Toronto in 1973. He earned his Chartered Accountant designation while with Thorne Riddell in 1976 and in 1984 was promoted to Partner and given responsibility for major client accounts. His audit experience with major accounts subsequently expanded into real estate, communications and insurance.

When the firm became known as KPMG, Steve continued as an Audit Partner and in 1992 created the KPMG Golf Industry Practice and assumed responsibility as National Director. In 2006 Steve purchased the KPMG Golf Industry Practice and created Global Golf Advisors Inc., bringing with him the entire staff complement and client files to the new firm.

Steve's main focus is developing financial and business solutions for private clubs, public golf courses and resorts, golf communities, investors and lenders. He provides a keen insight for banking and finance solutions arising from his years of advising numerous international financial institutions.

He has completed due diligence and valuation assignments for some of the largest golf-related transactions in North America and has completed multiple market studies to reposition various golf assets.

In addition, Steve has been actively involved with workouts/receiverships, providing operational and financial guidance. These assignments typically lead to member buyouts/transitions from developers or to an outright disposition of property.



Derek Johnston
Partner, Global Golf Advisors Inc.

Based in the firm's Toronto office since joining GGA in 2008, Derek has had the privilege of helping hundreds of GGA clients across North America and around the world develop and implement a game plan for success with their golf and club related business assets. Derek is known for his ability to find innovative and strategic solutions to clients' needs.

GGA clients benefit from Derek's expertise in: strategic planning, corporate governance, project management, market analysis, pricing strategy, marketing tactics, financial analysis, complex modelling, feasibility studies and business valuations, operational and performance analysis, professional information systems, business process engineering, and organizational risk management.

Prior to joining GGA, Derek gained two years of valuable experience with a global technology firm managing their business solutions division. In this role, Derek was responsible for consulting with owners and operators of golf clubs to develop business requirements for golf operations and accounting software.

Derek began his career in 2001 with the Business Process Risk Consulting Practice at Arthur Anderson which became the Enterprise Risk Services Practice at Deloitte. Derek earned his Certified Internal Auditor (CIA) designation at Deloitte in 2005 while working as a Manager on major client accounts in the racing and gaming, consumer products, financial institutions and manufacturing industries.

Derek is an avid golfer, hockey player and skier and thoroughly enjoys traveling and learning about different cultures the world-over.



Michael Gregory
Senior Manager, Global Golf Advisors Inc.

Since joining the firm in 2007, Michael has helped more than 200 clients across North America and around the world to identify, evaluate, and resolve their underlying challenges. Michael is best known for his ability to use comprehensive market intelligence and develop actionable strategic solutions for clients.

GGA clients benefit from Michael's expertise across a broad array of client services; project management, internal and external market analysis, pricing strategy, focus group facilitation, member surveys, membership sales and communication plans, operational and performance analysis, feasibility studies, financial analysis, complex modeling, strategic planning, and yield management techniques.

In addition to his client specific deliverables, Michael has facilitated several PULSE research surveys for GGA that provide industry leaders with insightful knowledge on key industry trends, presents annually at the GGA Symposiums for Club Leaders, and has presented at the CMAA World Conference.

Prior to joining GGA Michael attended Mercer University in Macon, Georgia, on a full golf scholarship and graduated from the Eugene W. Stetson School of Business and Economics. During his time at Mercer, Michael played Division I golf, was an All American Scholar, and captained the golf team during his senior year.



Martin Tzankov
Senior Associate, Global Golf Advisors Inc.

Martin Tzankov is a Senior Associate at Global Golf Advisors. Martin specializes in performing market research, executing detailed competitive analysis, and serves as a go-to resource for data management.

Prior to joining Global Golf Advisors in 2014, Martin earned a Bachelor of Business Administration at Wilfrid Laurier University, where he specialized in finance with a keen focus on accounting and in-depth analytical strategies. Through Laurier's highly competitive Co-op program, Martin gained practical experience at the Canada Revenue Agency as an Auditor, as well as the Toronto 2015 PanAm Games Secretariat as a Risk & Financial Analyst. Through his work and academic activities, Martin has developed a strong aptitude for strategic business thinking, quantitative analysis, and market research which enable clients to make informed, data-driven decisions.

In addition to playing on Laurier's varsity golf team, Martin has played competitive junior and amateur golf around the world, including the 2010 World Amateur Team Championships in Argentina.

TFG

April 2, 2018

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

Dear Mr. Pasmant,

Attached is a proposal for the analysis of Montebello Golf Course. In putting this proposal together, I have done my best to identify your primary needs and objectives. I will be utilizing Pro Forma Advisors for assistance in market data and research.

If awarded this contract you can be assured that I will provide superior services that are based on a foundation of integrity, experience, and valued personal relationships. At your request I have listed several references for your review.

I am very excited about the opportunity of working with you to ensure success. I look forward to discussing the appropriate next steps and answering any questions you may have.

Sincerely,



Tom Frost

REFERENCES

Craig Kessler, Director Government Affairs

Southern California Golf Association
3740 Cahuenga Blvd.
Studio City, CA 91604
(310) 941-4803

Bob Livingstone, Superintendent of Golf Operations

City of Long Beach
2760 N. Studebaker Road
Long Beach, CA 90815
(562) 570-3122

Jorge Badel, Senior Golf Director

Los Angeles County
301 N. Baldwin Ave.
Arcadia, CA 91007
(626) 821-4649

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MONTEBELLO GOLF COURSE SCOPE OF WORK AND FEE PROPOSAL

Market Study and Operational Overview

- Analysis of rates and competitive market profile. (Whittier Narrows, Alhambra, Los Amigos)
- Overview of current performance to market
- Review of existing contracts

Site Work-Revenue Generation and Green Fees

- Interview essential staff members. (Head Pro, F&B Manager, Superintendent)
- Tour of golf course to assess conditions to comparable courses.
Course conditions Customer amenities
- Tee sheet analysis to identify opportunities.
- Review green fee pricing plan.
Revenue of resident non resident rate structure
Complementary play being controlled
- Review of reservation policies to identify opportunities.
- Review group sales plan, pricing and event management

Other Work

- Review Golf course maintenance labor to market
- Review existing configuration of Maintenance facilities
- Review of overall operating model and compare to other models and present options to City

Follow up

- Provide any recommendations that can result in improved operating performance at the facility.
- Includes two review meetings and one preliminary meeting if requested.

Information to be supplied by City

Copy of current budget.

Wage and burden breakdown of golf course maintenance staff.

Breakdown of any City overhead charges to golf fund.

Copy of most recent month end and year to date financial report.

Copy of previous fiscal year complete financial report.

Copy of current business and marketing plan.

Current rate sheet including all rates and memberships.

Breakdown of rounds of golf by rate type for past fiscal year and current fiscal year to date.

Fees

Cost for the above Scope of work will be \$14,700. Plus mileage expenses for any travel to the facility or meetings. Any additional work will be billed at \$175.00 per hour.

This proposal is not intended to constitute a binding agreement. This proposal does, however, outline the most salient terms and conditions of an agreement that TFG would contemplate executing with the Owner. This proposal is merely a statement of TFG's intent as to the matters set forth herein.

Tom Frost

Tom has over 35 years experience in municipal golf operations in the Southern California golf market. His municipal clients in the past have included the County of Los Angeles, City of Los Angeles, City of Barstow, City of Yorba Linda, Tahoe City PUD, and the City of Pacific Grove. Over that time he has developed a keen understanding of how to enhance operations along with the various operating models that municipal governments use.

Recently, Tom served as Vice President of Special Projects for CourseCo, Inc. from 2014-2018. His duties included the oversight of three properties and the construction of the new Don Knabe Golf Center for The County of Los Angeles. Prior to joining Course Co in 2014, Tom ran his own management and consulting company from 2001-2014 working with major financial institutions, government, management companies, and small operators. Tom's experience in both a small business and corporate atmosphere offers a combination of practical "hands on" experience and up to date industry knowledge for their clients. With over 30 years in working business development Tom is one of the leading authorities on putting together partnerships between the public and private sector along with individual owners.

Tom's experience includes the construction of and opening of five new facilities and management of over \$65 million in golf course related capital improvements and coordination of over \$60 million dollars in golf course acquisitions. Tom was a founding member of the Board of Trustees for the First Tee of Northern Nevada and is a former member of the Board of Directors of the California Golf Course Owners Association and currently as a member of the Southern California Golf Association's Government Affairs Committee.

Prior to forming Tom Frost Golf, Inc. in 2001 he held the position of Senior Vice President/Regional Operating Executive for American Golf Corporation. His portfolio included 45 golf facilities with over 2000 employees with over 4 million annual rounds played.



e-mail: apasmant@cityofmontebello.com
Phone: (323) 887-1363

February 7, 2018

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

Re: NGF Consulting Services for Montebello Golf Course

Proposal #218006

Dear Andrew:

It was nice speaking with you about the City of Montebello's ("City") consulting needs relative to Montebello Golf Course ("Montebello GC"). National Golf Foundation Consulting ("NGF", "NGFC" or "NGF Consulting") appreciates your consideration of our firm to help assess operations and develop strategies to improve facility net revenues and build a plan to ensure long term sustainability.

Based on our discussion, NGF Consulting sees its role as assisting the City with strategic planning for its municipal golf asset. Specifically, we will perform a comprehensive operations review of the facility, with a primary objective of identifying ways to reduce or eliminate the City's ongoing subsidy of the golf operations, through new or enhanced revenue centers and/or better expense management.

As part of the review, NGF will also analyze the feasibility of alternative operating structures (e.g., outsourced maintenance, full-service management contract) that may be considered by the City, including potential advantages, disadvantages and potential financial outcomes of each option. Finally, we will make overall operational and physical recommendations aimed at improving the financial performance of Montebello Municipal Golf Course.

The National Golf Foundation and its Consulting division have more experience than any firm in the country in working with the public sector to improve the economic performance of their golf course assets. In recent years, NGF has worked with many municipalities in southern California, including the cities of Downey, Pico Rivera, Irvine, Oxnard, Pasadena (Rose Bowl Operating Company), Burbank, San Diego, Coronado, Palm Springs, and Indian Wells. We appreciate the opportunity to present our qualifications and approach for this project, and hope to get the chance to work with you and the City.

NATIONAL GOLF FOUNDATION CONSULTING, INC.

A Subsidiary of the National Golf Foundation
501 N. HIGHWAY A1A, JUPITER, FL 33477 • (561) 744-6006 • FAX: (561) 744-9085 • www.ngf.org

SCOPE OF SERVICES

Upon authorization to proceed, NGF will visit Montebello to participate in kick-off meetings, do an on-site tour of Montebello Municipal Golf Course, conduct interviews with key staff, and collect documentation on the recent historical performance of the facility. The operations review will comprise the following elements:

- **Project Coordination and Kick-Off Meetings** – The NGF consultant will travel to Montebello to attend meetings and coordinate the field research phase of the engagement. During this time the consultant will meet with City officials to review the scope of work set forth in this proposal. The kick-off meeting will include an initial presentation by NGF that will outline the scope of services and project approach. This process will be repeated as needed throughout the project in order to discuss any necessary refinements, additions, or deletions to the scope of work.
- **Facility Analysis** – NGF Consulting will inspect the Montebello Golf Course and support amenities for the purpose of establishing current physical condition. The objective of the inspection will be to identify obvious shortcomings (if any) and needed improvements that may be required over the next 3 to 5 years.
- **Golf Operations Analysis** – NGF Consulting will conduct a review of the current operations at Montebello GC to attain the data and information that will be required to make informed analyses and recommendations regarding the future operation of the golf course, and to produce cash flow projections under “continued as is” and “enhanced” scenarios. This phase of the study, which will include meetings with key golf course operations and maintenance staff such as the Manager, Head Golf Professional, and Superintendent, will allow us to ascertain the extent to which “best business practices” are being implemented and to make overall operational recommendations aimed at improving the economic performance of Montebello GC. The operations analysis will include a review of:
 - Financial and activity records (P&L statements, rounds played, etc.)
 - Fees / market positioning
 - Marketing activities and strategies
 - Revenue center performance
 - Clubhouse operations (F&B, merchandise, golf staffing, etc.)
 - Contracts in place (if applicable)
 - Programs in place (customer service, lessons, tournaments, etc.)
- **Analysis of Operating Structure Alternatives** - NGF will evaluate relevant options available to the City for the continued operation of Montebello Municipal Golf Course, including continuing on an as-is basis (City maintenance with pro shop concession and separate food & beverage operation), outsourcing golf course maintenance, or some type of hybrid arrangement. Viable options will be identified, and a discussion of the costs, benefits, financial implications, and public policy implications of each relevant operating scenario presented.

- **Analysis of New or Enhanced Revenue Opportunities** – Based on our review of the Montebello GC facility, our market analysis, and meetings with City & golf course staff, NGF will identify and analyze any potential new revenue centers, as well as existing revenue centers (e.g., merchandising, driving range) that we believe could be enhanced with new programming and marketing initiatives. NGF will focus on those opportunities that are most likely to have the best return on the investment in necessary resources (i.e., staffing and financial).
- **Market Analysis** - NGF Consulting will develop an analysis to gain a thorough understanding of the supply/demand dynamic that is driving the competitive public access golf market in the Montebello/ east Los Angeles, CA area. We will document relevant local competition in terms of relative quality, as well as trends with respect to fees and activity levels, so that we can identify the appropriate price value proposition for Montebello GC. We will also identify demographic and economic trends that may impact the continued operation of Montebello GC.
- **Stakeholder Input** – At City request, the NGF consultant will meet with relevant stakeholders (for example, and to the extent relevant, Men's Club, Ladies' Club, Seniors Club, etc.) of Montebello Golf Course to gauge their opinions about the golf course operation. *Based on the goals of the City, we may also implement NGF's golfer survey program (GolfSat).*
- **Financial Analysis** - Based on our operations review, we will craft 5-year cash flow pro forma projections for future economic performance for Montebello GC under the "status quo" operating structure, as well as under the recommended operating structure (if different than current), and assuming other key NGF operational recommendations are implemented. Key revenue and expense line items will be detailed, as well as any "below the line" items such as capital and debt.

The deliverable will be a concise written report summarizing NGF's key findings, operational recommendations, and financial projections.

PROJECT DELIVERABLES

NGF Consulting anticipates frequent communication with appropriate City and golf course staff during this engagement. Deliverables to the client for this project include:

- Consultant activities on-site at City offices and at Montebello Golf Course, including meetings and presentations with City staff, golf course operations staff, and key stakeholder groups.
- A written report that will contain key findings, recommendations, financial projections and documentation. A draft version of the document will be made available to the City for review and comments. Upon authorization, an electronic version of the final report will be delivered.
- At City request, the lead NGF consultant will be available to make a formal presentation of findings to City officials, and be available to answer any questions from other groups the client may deem appropriate (**additional travel expenses will apply**).

PROFESSIONAL FEES, TIMING AND STAFF

To complete this engagement, the NGF team proposes a professional fee of **\$19,750**. This fee is inclusive of direct project expenses (e.g., lodging, coach airfare, rental car) associated with the initial field visit to Montebello. The timing of the draft report delivery is contingent on the commencement date of the study and the timing of the field visit. NGF anticipates draft report delivery within **approximately 8 weeks of completion of the field visit**.

The NGF Consulting effort will be managed by Ed Getherall, Director of Consulting Services, and/or Richard Singer, Senior Director of Consulting Services, two of the most experienced public sector golf consultants in the U.S. Mr. Getherall or Mr. Singer will serve as the primary point of contact with the City.

ACCEPTANCE

Acceptance of this proposal may be indicated by signing one copy and returning it to NGF Consulting's Jupiter office. A City contract or purchase order will be utilized to bind the parties. The billing procedure for NGF will comply with City of Montebello regulations and assumes billing for services as completed on a monthly basis.

Andrew, we appreciate this potential opportunity to work with the City. If you need any clarification or additional information, please call me directly at the number below.

Sincerely,



Ed Getherall
Director of Consulting Services
561-354-1650
egetherall@ngf.org

Acceptance _____ Date _____

NATIONAL GOLF FOUNDATION QUALIFICATIONS

National Golf Foundation

The NGF's work is supported by a base of approximately 3,500 members representing every facet of the industry: public and private golf facilities; golf course architects; developers and builders; companies offering specialized services to the golf industry; national, regional, state, and local golf associations; instructors; schools, and individuals. The NGF's board of directors includes senior executives from the leading companies in each major segment in the golf industry including officers from The First Tee, Callaway Golf Company, Edwin Watts Golf, Textron Financial, Billy Casper Golf, Myrtle Beach Golf Holiday, GOLF Magazine/Sports Illustrated, TaylorMade-Adidas Golf, Toro Golf Company, the United States Golf Association, and *Golf World*.

There is no greater authority than the NGF on the economics of supply and demand in the business of golf. The NGF's exclusive Golf Demand Model provides best-in-class data on every U.S. market and is utilized by many clients to improve both forecasting and customer targeting. The NGF's database of U.S. golf facilities is the industry's gold standard and is licensed by the USGA, PGA of America, Club Managers Association of America and the Golf Course Superintendents Association of America, as well as private enterprise such as Weather.com and NAVTEQ.

Our most important research is published and distributed to NGF members and non-members and is widely quoted in local, national, and international press and are used by numerous other golf-oriented consulting and information firms. NGF publications include: *Golf Participation in the U.S.*, annual editions; *Golf Facilities in the U.S.*, annual editions; *NGF Dashboard* newsletter, published monthly; *The Future of Public Golf in America*, 2010; *Golf Industry Overview* 2009; *Golfer Technology Profile*, 2009; *Golf Consumer Buying Profiles*, 2009; *Golf Travel in the U.S.*, 2009; *The Future of Private Golf Clubs in America*, 2008; *National Golf Rounds Played Report* quarterly with annual summaries; *A Strategic Perspective on the Future of Golf*, 2007; *Operating & Financial Performance Profiles of 18-hole Golf Facilities in the U.S.*, 2010.

The NGF's Consulting Division was established in 1987 and has conducted more than 950 assignments throughout North America, plus Europe, Asia, the Caribbean, and South America. These engagements cover a broad spectrum of services, although assistance to U.S. municipalities operating golf facilities has become the landmark service for which the NGF consultants are most well-known. Since the National Golf Foundation is not involved in the design, construction, or operation of golf facilities, we are able to provide our clients with completely independent advice, and our staff will not hesitate to identify operational deficiencies that affect the performance of an existing facility or to advise clients against proceeding with a golf project.

All consulting work is conducted under the direction of **Richard B. Singer**, Senior Director of Consulting Services, and/or **Ed Getherall**, Director of Consulting Services, at the National Golf Foundation. Other staff members work as part of the study team in providing professional insight, gathering additional data, applying participation models, conducting financial analyses, and reviewing the written report. Resumes of key professional staff appear on the following pages.

Richard B. Singer, Senior Director of Consulting Services

Richard Singer first joined the National Golf Foundation (NGF) consulting staff in 1989 after completing his Finance MBA at the University of Florida, and was named Director of Consulting Services in 1997 and Senior Director in 2015. Mr. Singer has successfully managed the NGF's well-known golf consulting practice with an industry-respected track record of success and a reputation for delivering projects on time and on budget. Mr. Singer is now widely viewed as the leading municipal golf facility consultant available in the United States.

Experience

Mr. Singer's background includes hands-on experience in the following functional areas:

- | | | |
|-------------------------------------|----------------------------|--------------------------|
| -Golf Facility Feasibility Analysis | -Financial Analysis | -Golf Business Valuation |
| -Golf Operations Consulting | -Business Plan Preparation | -Golf Market Analysis |
| -Economic Impact Analysis | -Clubhouse Programming | -Staffing/HR |
| -Golf Course Master Planning | -Public Presentations | -Proposal Writing |
| -Expert Witness | -Golf Course Brokerage | -Portfolio Analysis |

National Golf Foundation Consulting Experience – During his tenure with NGF Consulting, Mr. Singer has been responsible for preparing over 350 research studies for specific projects related to golf facilities. Mr. Singer is a widely recognized expert and frequent speaker on subjects related to golf facility development, operation, management, finance and transactions. In his 28 years as a golf consultant, Mr. Singer has visited and/or profiled more than 2,900 public and private golf facility operations in the United States and internationally. Mr. Singer also has extensive experience as an expert witness in matters related to golf facility operation, providing litigation assistance to golf course owners for estimating economic damages and in helping to defend golf facility owners in civil litigation.

Golf Facility Consulting – Mr. Singer's operations consulting experience comprises all aspects of golf operations, with focus on maximizing profitability through revenue enhancements and expense control. This experience includes consulting for various public agencies (municipalities, CDD's, HOA's) as well as private owners. His extensive experience includes services to support new facilities (feasibility, site master plan, project management, business plans, etc.), acquisitions, and services to support ongoing operations (revenue enhancement, expense control, economic impact of alterations/renovations, staffing assessments etc.).

Key Accounts Managed (2010-2017)

Representative CDD, HOA or Municipal Acquisition clients in 2011-2017 include: City of Casselberry, FL; Twin Rivers HOA (FL); Golden Lakes CDD (FL); City of Baytown, TX; South Village CDD; City of Tamarac, FL; Town of Acton, MA; Martin County, FL; State of Georgia (7-course review of operations and outsource assistance); Yakama Nation, WA; Martin County, FL; Westworth Village, TX; City of Coral Gables, FL; City of Yonkers, NY; Town of Canton, MA; and the Wood Dale (IL) Park District. These public sector projects include extensive participation in public meetings and a defense of project work.

Background/Education

Mr. Singer is a long-time resident of Palm Beach County, Florida and grew up around the North Palm Beach Country Club. He earned his Bachelor's degree in marketing and Insurance from the University of Florida in 1985, and worked as a financial consultant for Northwestern Mutual Life and Baird Securities before earning an MBA in Real Estate Finance from the University of Florida in 1989. Mr. Singer is a Licensed Real Estate Broker in Florida (Lic. #BK3077126) and is a member of the Palm Beach County Sports Commission and a Citrus Bowl scout.

Edward Getherall, Director of Consulting Services

Ed Getherall joined the NGF Consulting staff as Project Analyst in 2000 after several years of subcontracting consulting services to the NGF. Mr. Getherall, who was promoted to Senior Project Director in 2001 and Director of Consulting Services in 2015, has been instrumental in cementing NGF Consulting's status as the leader in municipal golf facility consulting, with a particular focus on improving municipal golf course marketing and making smooth transitions to alternative operating structures for their golf systems.

Mr. Getherall has also directed NGF's effort to be the leading industry resource for accurate golf market information pertaining to facility activity levels, revenue center performance, and green fee levels and trends. Since joining NGF Consulting, Mr. Getherall has become a respected industry authority on food & beverage operations, clubhouse renovation / replacement, municipal golf management alternatives, outsourcing assistance (RFP preparation / analysis of responses / contract negotiations), and other areas of expertise.

NGF Consulting Projects Experience

Mr. Getherall's extensive business and marketing background has enhanced NGF Consulting's ability to provide expertise to the facility segment of the golf industry. In 15 years in NGF's Consulting division, Ed has been the lead project director for more than 80 consulting assignments, covering a broad range of services, including public and private golf course feasibility studies, acquisition studies, operations reviews, golf-related real estate absorption analyses, pricing / market positioning analyses, and clubhouse renovation studies.

Public and Private Sector Clients (partial list)

City of Houston, TX	City of Palm Springs, CA	Mecklenburg County, NC
City of Melbourne, FL	El Dorado Hills, CA (CSD)	City of Greeley, CO
City of Alameda, CA	City of Irvine, CA	State of Utah
City of Omaha, NE	City of Yonkers, NY	City of White Plains, NY
City of Downey, CA	City of San Diego, CA	Woodbridge Township, NJ
City of Clayton, OH	City of Portland, OR	City of Gresham, OR
City of Antioch, CA	City of New York, NY	City of Victorville, CA
Miami-Dade County, FL	Ft. Belvoir GC (U.S. Army), VA	City of Pico Rivera, CA
City of Concord, CA	City of Gilbert, AZ	City of Reno, NV
City of Lake Havasu, AZ	City of Tempe, AZ	City of Oakland Park, FL
Kealahou Ahupua'a 2020, HI	City of San Francisco, CA	City of Delray Beach, FL
Boca Raton Beach & Pk. Dist., FL	City of Benbrook, TX	Municipality of Anchorage, AK
City of Palo Alto, CA	Town of Barnstable, MA	City of Helena, MT
Google, Mountain View, CA	Toll Brothers Golf	City of Portland, ME

Background/Education

Prior to joining the NGF, Mr. Getherall held several positions in the business community including extensive marketing work for such organizations as South Florida Blood Banks, Inc., the Florida Lottery, and the American Cancer Society. His areas of expertise cover a broad spectrum of marketing activity, including research, product management, and special event planning and consulting.

Mr. Getherall earned his M.B.A. from the University of Florida with a concentration in finance. Ed also achieved his undergraduate degree at Florida with a B.S. in Business Administration (Marketing). With a diversified educational and professional background in both marketing and finance, Mr. Getherall has the experience and knowledge to assist in all aspects of golf facility management, marketing, operations, and development.

Jodi Reilly, Consulting Administrator

With five years client services experience at the National Golf Foundation and more than 20 years of golf facility experience, Mrs. Reilly brings extensive knowledge of municipal, upscale public, semi-private and private club experience to NGF Consulting. She currently manages support services for the Consulting / Research division and specializes in coordinating responses to government Requests for Proposals (RFPs) and the administrative aspects of contract compliance. Mrs. Reilly provides assistance in market research and prepares GolfMAP statistical reports for NGF members and clients.

Background and Education

Prior to joining the NGF, Mrs. Reilly held several positions in the Philadelphia Section including: owning the pro shop at Twining Valley Golf & Fitness Club, Dresher, PA; Golf Operations Concierge at Philadelphia Cricket Club, Flourtown, PA; Buyer and Outing Coordinator for Blue Bell Country Club, Blue Bell, PA; Marketing Director for Center Valley Club, Center Valley, PA. In 1997, she earned a Bachelor of Science degree in Graphic Design from the Pennsylvania College of Technology.

Kevin McLendon, Program Director – Golfer Survey Program

Kevin McLendon enjoys eleven years' experience at National Golf Foundation and currently serves as Director of Database Services and Program Director of NGF's Customer Satisfaction Products. Mr. McLendon provides his expertise in the design, implementation, interpretation, and data analysis of NGF's Golfer Survey Program and GolfSAT products.

NGF Consulting Projects Experience

A foremost expert in the disciplines of customer satisfaction and direct marketing, Kevin is adept at walking clients through the implementation of the Golfer Survey Program, and analyzing and interpreting their customer survey data. Kevin's analysis of survey results helps golf facility operators identify strengths and deficiencies and formulate an action plan designed to improve performance.

Mr. McLendon's recent clients include:

Golf Plus Inc, DBA, Bloomingdale Golf Club	KemperSports
Weibring Golf Club At Illinois State University	U.S. Air Force Services
Premier Golf Centers, LLC	Cleveland Metroparks
Poppy Holding, Inc.	Honours Golf
Chomonix Golf Course	CourseCo
Bald Head Island Club	TPC Tampa Bay
Sagamore Hampton Golf Club	Sirius Golf Advisors, LLC
Fort Mill Golf Club	Augusta Ranch Golf Club
Tumwater Valley Municipal Golf Course	City of Phoenix Parks, Recreation & Library
Decatur Park District	City of Lakewood, Community Resources Department
Sagamore Golf Center	Great Northern Golf Co.
Leroy Springs & Company, Inc.	WinStar Golf Course

Background and Education

Kevin received his Bachelor's degree in Political Science from Furman University in 2001 and his Masters of Business Administration from Florida Atlantic University in 2009. Kevin is a member of the Phi Kappa Phi honor society and the Direct Marketing Association.

Prior to his formal education and joining the NGF, Kevin held several positions at Jericho National Golf Club in New Hope, PA.

REPRESENTATIVE STUDIES & REFERENCES

Following are references for recent work of a nature similar to that proposed for the City of Montebello, with a brief description of the work completed (or ongoing) by NGF Consulting:

Pico Rivera Municipal Golf Club – Pico Rivera, CA

Strategic Plan

In 2017, the NGF was retained by the City of Pico Rivera to evaluate the municipal golf course and make recommendations to help ensure the long-term viability of the facility. The project included a thorough operations review of PRGC, as well as an examination of the facility's management structure and capital needs. The results of the NGF study will be used by the City as a guide for the future of the golf course, and to help prepare for the upcoming US Army Corps of Engineers project (to address safety issues with the Whittier Narrows Dam) that will directly affect the PRGC operation. The review included an evaluation of facility operations and management, and ideas for operational and structural changes that could help improve overall performance.

Of particular interest to the City were options for continuing operation of the Pico Rivera Golf Club after the USACE project, which will force full closure of the golf course for a full year or more, unless an alternative (or smaller) staging area can be identified. NGF concluded that, depending on the remaining acreage available and the ultimate level of settlement funds received as compensation by the City, the USACE dam project may present a good opportunity for the City to reimagine and improve PRGC. NGFC made a series of recommendations related to management, marketing, staffing and clubhouse operations to improve the performance of the golf course in the years leading up to the Dam project.

Client: Ben Cardenas, Assistant City Manager
City of Pico Rivera
6767 Passons Blvd
Pico Rivera, CA 90660
bcardenas@pico-rivera.org

Rio Hondo Golf Club – City of Downey, CA

Review of Municipal Golf Concessions (Fall 2013)

NGF Consulting was retained by the City of Downey in 2013 to evaluate the operational and economic performance of the Rio Hondo Golf Club. Of specific interest to the City was the economic potential of the concession agreements in place for the golf enterprise, which included the driving range, pro shop and food/beverage operations. The NGF review encompassed a detailed analysis of the key ancillary amenities in this operation, including the pro shop, driving range and food/beverage concession, and how various agreements and projected performance would affect the overall golf enterprise fund.

NGF also prepared a detailed analysis of the Los Angeles / Downey area public golf market, with focus on the management and operating agreements in place at other area municipal golf facilities and the development of key concession performance metrics for items such as merchandising, driving range performance and food and beverage. ***After enacting NGF's capital improvement and marketing recommendations, Rio Hondo was Southland Golf named Best Golf Course for 2015 for Los Angeles and Ventura counties.***

Client: Arlene Salazar, Director of Parks & Recreation
City of Downey (now City of Pico Rivera)
6767 Passons Blvd.
Pico Rivera, CA 90660
(562) 801-4429
asalazar@pico-rivera.org

Orange County Great Park Golf Course – Irvine, CA

Market and Economic Feasibility Study

National Golf Foundation Consulting, Inc. was retained by the City of Irvine to analyze the feasibility of a proposed new 18-hole public golf course to be developed as part of Orange County Great Park. The golf course would be built by the master developer and deeded to the City on a “turnkey” basis. If developed, the golf course at OCGP will be operated as a municipal golf facility to be owned by the City and available for use by area residents and visitors on a daily fee basis. The golf facility is expected to include appropriate support elements that are expected to enhance the earning capability of the property, including a full-service clubhouse with banquet center, driving range, pro shop and golf academy that will include a substantial golf learning center component with lessons, clinics and golf schools for golfers of all skill levels.

The purpose of this market and financial analysis was to provide the City with an evaluation of the local golf market and an estimate of the economic and use potential of the new golf course at OCGP if it were to be constructed as proposed. NGF provided a comprehensive analysis and made recommendations regarding appropriate market position, amenities, target markets, etc. The results of NGF’s analysis showed very strong market potential for a new high quality municipal golf course at the OCGP site. NGFC’s cash flow model showed substantial net operating cash flows for the first five years of operation of the new golf course. City Council approved the development of the golf course in the fall of 2017; as of January 2018, the golf course construction is reportedly on hold due to developer budget issues.

Client: Laurie Hoffman, Director of Community Services

City of Irvine

P.O. Box 19575

Irvine, CA 92623-9575

(949) 724-6692

LHoffman@ci.irvine.ca.us

Martin County, FL

Review of Operations and Business Plan Development

NGF Consulting was retained by Martin County, Florida in 2014 to review options for the continued operation of the County’s 36-hole Martin County Golf and Country Club. The County’s lease partner had vacated the lease in 2014 and the County needed a new plan for operation beginning January 1, 2015. Among the issues to be reviewed by NGF included the operation of the golf facility, appropriate staffing, marketing, pricing and the consideration of modifying the physical plant of the 36-hole facility.

The NGF team reviewed several options for this property, including reducing from 36 holes to 27 or 18 holes, modifying one 18-hole course into a par-3 or executive course, and modifying or replacing the existing clubhouse. NGF also prepared a detailed analysis of the Martin County area public golf market, with focus on the supply and demand balance at various price points to aid in establishing the facility type and mix of amenities that would provide the best opportunity for the County going forward, in light of its new responsibility.

Client: Kevin V. Abbate, Parks & Recreation Director

Martin County Parks & Recreation

2990 SE Dixie Highway

Stuart, FL 34997

(772) 221-1420

kabbate@martin.fl.us

City of Oxnard, CA

Operations Review / Analysis of Potential Improvements

The City of Oxnard retained NGF Consulting in 2014 to assist the City with a strategic review of the 36-hole River Ridge GC, including the economic performance of the facility, constructed on a landfill in the late 1980s. Key study components included a review of the golf management vendor, and presentation of ideas for growing revenue, managing golf enterprise fund expenses, and reconfiguring River Ridge to expand the driving range component of the facility. The facility operator was interested in creating a significant new practice amenity, possibly to include a large-scale and lighted driving range.

NGF Consulting prepared a prioritized schedule of recommendations organized into three main categories: basic oversight and structure, physical improvements, and operations. The most significant of these recommendations involved a slight re-configuration of property and re-routing (re-sequencing) of golf holes to allow for an expanded practice range amenity. The NGF review also included a comprehensive financial analysis of projected new revenues and expenses in consideration of all NGF recommendations.

Client: James Cameron, Chief Financial Officer

City of Oxnard

300 West 3rd Street

Oxnard, CA 93030

(805) 385-7461

Jim.Cameron@ci.oxnard.ca.us

Rose Bowl Operating Company – City of Pasadena, CA

Assessment of SCGA Headquarters Relocation to Brookside Golf Club

The Rose Bowl Operating Company (RBOC) retained National Golf Foundation Consulting in the fall of 2016 to offer an independent expert opinion on the potential financial impact on the RBOC's Brookside Golf Course of the Southern California Golf Association (SCGA) relocating its headquarters to the facility. During this engagement NGF reviewed the operating structure and recent historical performance of Brookside Golf Club, analyzed the Pasadena/Los Angeles County market area, and conducted a survey of SCGA members residing within 25 miles of Brookside. The survey was a key component of the study, as it lent to insight on members' current play patterns and their intent to play Brookside if it became the new "Home Golf Course of the SCGA".

NGF findings and recommendations will be used to help Rose Bowl Operating Company decide whether Brookside should become host to the new SCGA headquarters. RBOC Director of Golf Operations David Sams noted of NGF's work: "The survey was critical and helpful in our research. Thank you to the NGF team for all of its hard work on this project. We believe this project is not only a game changer for Brookside but for all of Southern California Golf".

Client: David Sams, Director of Golf Operations

Rose Bowl Operating Company

1001 Rose Bowl Drive

Pasadena, CA 91103

(626) 590-8384

dsams@rosebowlstadium.com

Blackberry Farm Golf Course – City of Cupertino, CA

Operations Review; Facility Master Plan

After performing a full operations review and physical plant assessment of the City's Blackberry Farm Golf Course in 2014, NGF - working with Forrest Richardson, ASGCA, and Brian Curtis, clubhouse architect and consultant - was brought back in July 2015 to create a conceptual master plan for the facility. The City's goal is to create a sustainable golf course and high-tech multi-use clubhouse/community center that will appeal to multiple user groups, ensuring the broadest utilization possible. Results of the facility analysis will be incorporated into the City's overall Stevens Creek Corridor Master Plan and be used for environmental "clearance" purposes.

The conceptual plan will include new siting of the entryway and clubhouse (in consideration of flood plain constraints), clubhouse programming, high-tech practice area, putting course, and new irrigation system and water tower. The NGF team will formulate probable cost estimates for all elements. Additionally, the NGF team will generate all of the turf area reductions, naturalized areas, tree removals and new plantings so the City can quantify the environmental impacts. Finally, we will estimate the impact that the expanded pedestrian and bike access along San Fernando Road will have on golf operations.

Client: Gail Seeds, Park Restoration and Improvement Manager
City of Cupertino Parks & Recreation
10300 Torre Avenue,
Cupertino, CA 95014
(408) 777-3226
gseeds@cupertino.org

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE APPROPRIATION OF FUNDS FOR GOLF COURSE OPERATIONAL AND
ECONOMIC PERFORMANCE PROJECT**

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

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

FROM		TO	
<u>Account Number</u>	<u>Amount</u>	<u>Account Number</u>	<u>Amount</u>
100-2900	\$18,375	610-99-6040.95	\$18,375
(Unassigned Fund Balance)		(Golf Course – Other Professional Services)	

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

ADOPTED AND APPROVED this 11th day of April, 2018.

Vanessa Delgado, Mayor

ATTEST

Irma Barajas, City Clerk

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

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

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to perform an operational and economic performance review of all aspects of the City's Municipal Golf Course in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Proposal (dated _____ 2018), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for performing the professional services as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire _____ months from the Effective Date, unless terminated earlier as hereinafter provided.

SECTION 3. PERFORMANCE.

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

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of

alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in

the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 21. NOTICE.

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

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

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

Andrew G. Pasmant
Acting City Manager

Name
Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman
City Attorney

**Exhibit “A”
Request for Proposals**

Exhibit “B”
Schedule of Compensation

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

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

SUBJECT: Montebello Housing Development Corporation, request for a 12-month extension of time for Tentative Parcel Tract Map No. 72524 at 924 Carob Way.

DATE: April 11, 2018

RECOMMENDATION

It is recommended that the City Council adopt the Resolution approving a 12-month time extension for Tentative Parcel Tract Map No. 72524 at 924 Carob Way.

BACKGROUND

On April 16, 2016, the City Council adopted Resolution No. 16-21 approving Tentative Parcel Tract Map No. 72524. In addition to the Tentative Parcel Tract Map, the City Council also adopted Ordinance 2381 (Planned Development – PD1-05 and Precise Plan of Development for a Residential Project located at 924 Carob Way). Resolution No. 16-21 also approved and adopted CEQA Categorical Exemption Class 15-Minor Land Divisions and Class 32- Infill Projects, and a NEPA Categorical Exclusion, for Residential Project Located at 924 Carob Way. Of the aforementioned approvals, the Tentative Parcel Tract Map has an expiration date of 24-months date from approval pursuant to the State Subdivision Map Act.

California Government Code 66452.6(e) of the State Subdivision Map Act allow for an extension of an approved Parcel Tract Map. On March 27, 2018, an application for Extension of Time was submitted by Montebello Housing Development Corporation (“Applicant”).

ANALYSIS

The Extension of Time is requested as construction is underway and it is anticipated to be completed by June 2018 by Montebello Housing Development Corporation. As such, the time extension would allow for the Parcel Tract Map to remain valid for 12 additional months while construction is completed.

Tentative Parcel Tract Map No. 72524 was one component of the Residential Project located at 924 Carob Way ("The Project") which was previously evaluated by the City pursuant to the California Environmental Quality Act ("CEQA"). The City, as the Lead Agency under CEQA, prepared an Environmental Impact Report. On April 13, 2016, the City Council adopted Resolution No. 16-21 certifying an Environmental Impact Report for Tentative Parcel Tract Map No. 72524 and related approvals. According to State CEQA Guidelines section 15162, when a lead agency has certified an EIR for a project, no further environmental review shall be required unless one of the events outlined in State CEQA Guidelines section 15162 is present. Here, no subsequent or supplemental EIR is required under State CEQA Guidelines section 15162, because the extension of time will not result in substantial changes to the Tentative Parcel Tract Map, substantial changes to the circumstances, or new information of substantial importance that will result in any new significant environment effects or a substantial increase in the severity of previously identified significant effects. Therefore, no further CEQA review is required.

FISCAL IMPACT

No impact on the General Fund.

SUMMARY

On April 13, 2016, the City Council adopted Resolution No. 16-21 approving Tentative Parcel Tract Map No. 72524 for 924 Carob Way. Pursuant to California Government Code 66452.6(a)(1), an approved tentative parcel tract map expires 24 months after its approval unless an extension is granted. Inasmuch said tentative map is scheduled to expire on April 12, 2018 and the applicant is requesting an extension of time. Pursuant to California Government Code 66452.6(e), the map's new expiration date would be April 12, 2019.

ATTACHMENTS

Resolution
Request for Extension by Montebello Housing Development Corporation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A 12-MONTH EXTENSION OF TIME FOR PARCEL TRACT MAP NO. 72524; A PREVIOUSLY APPROVED RESIDENTIAL PROJECT LOCATED AT 924 CAROB WAY.

WHEREAS, request for Extension of Time for Parcel Tract Map No. 72524 application has been received and accepted;

WHEREAS, the Parcel Tract Map No. 72524 was originally approved on April 13, 2016;

WHEREAS, the original approval of the Tentative Parcel Tract Map No. 72524 was considered a "project" under the terms of the California Environmental Quality Act ("CEQA"), and an accompanying Environmental Impact Report was previously certified (Resolution No. 16-21) by the City Council on April 13, 2016; preparation of additional environmental documentation is not necessary because there are no substantial changes to the Tentative Parcel Tract Map, substantial changes to the circumstances, or new information of substantial importance related to this extension of time that will result in new significant environment effects or a substantial increase in the severity of previously identified significant effects;

WHEREAS, the construction is underway, with anticipated completion in June 2018;

WHEREAS, Tentative Parcel Tract Map No. 72524 is set to expire on April 13, 2018;

WHEREAS, this extension of time would keep the Tentative Parcel Tract Map No. 72524 from expiring;

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

NOW, THEREFORE, the City Council of the City of Montebello resolves that:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. CEQA Compliance. Pursuant to Public Resources Code section 21166 and State CEQA Guidelines, section 15162, the City Council hereby finds that the extension of time does not result in substantial changes to the Vesting Tentative Tract Map, substantial changes to the circumstances, or new information of substantial importance that will result in new significant environment effects or a substantial increase in the severity of previously identified significant effects; therefore, no further CEQA review is warranted.

SECTION 3. Pursuant to Section 16.12.110 of the Montebello Municipal Code, the City Council hereby approves a twelve month extension of time for Tentative Parcel Tract Map No. 72524, from April 12, 2018, to a new date of April 12, 2019.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this

Resolution, and each section, subsection, paragraph, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, subdivisions, sentences, clauses, phrases or portions might subsequently be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall go into effect upon its adoption.

PASSED AND ADOPTED THIS 11th DAY OF APRIL, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



1619 Paramount Boulevard • Montebello, California 90640
Tel: (323) 722-3955 • Fax: (323) 722-3837
www.MHDCCA.org

March 27, 2018

Honorable Mayor Delgado and
City Council Members
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: REQUEST FOR EXTENSION OF TIME - PARCEL MAP NO. 72524
924 SO. CAROB WAY

Honorable Mayor and City Council:

The above parcel map was approved by City Council Resolution No. 16-21; on April 13, 2016. As provided by the Subdivision Map Act and the Montebello Municipal Code; it is hereby requested that an extension of time be granted for the above parcel map.

Thank you for your attention to this request.

Sincerely,

Robert Monzon
President

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Andrew G. Pasmant, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: Acceptance of 2016 State Homeland Security Program (SHSP) Grant Award and Appropriate Funds to Facilitate SMART Classroom

DATE: April 11, 2018

RECOMMENDATION

That the City Council approve acceptance of the 2016 State Homeland Security Program (SHSP) Grant Award ("Grant"), appropriate funds to facilitate the installation of the SMART Classroom, and apply and receive Grant monies to reimburse the City of Montebello for expenditures.

BACKGROUND

In September 2016, the State of California-Governor's Office of Emergency Services (Cal-OES) approved \$10,415,280.00, from the Federal Homeland Security Grant Program (HSGP), of which the City of Montebello was earmarked \$50,000.00, for the installation of a SMART Classroom, at Fire Station 55, located at 600 North Montebello Boulevard.

The County of Los Angeles requires a formal sub-recipient agreement between the County of Los Angeles and the City of Montebello, which details the requirements and guidelines of the Grant for expenditures and reimbursement.

ANALYSIS

The classroom at Fire Station 55 provides on-duty fire personnel with a location for training, and the installation of the SMART Classroom will allow for the connectivity to all the fire department training facilities in the County of Los Angeles, in order to provide more training in more disciplines from more instructors. In addition, it will allow the Montebello Fire Department to use it for in-house, on-duty fire personnel training, with the newest of technology. This upgrade will be initially funded within the City of Montebello, Fire Department Maintenance and Operations Budget, and reimbursed with Grant funds within the current budget year. The work is expected to be completed by June 2018.

FISCAL IMPACT

This State Homeland Security Program (SHSP) Grant does not require a match of any kind from the City of Montebello, but it does require the City of Montebello to fund the work prior to reimbursement. The expected cost of \$50,000.00 is available from the City of Montebello, Fire Department Maintenance and Operations Budget.

SUMMARY

The City Council will consider approving acceptance of the 2016 State Homeland Security Program (SHSP) Grant Award, appropriate funds to facilitate the installation of the SMART Classroom, and apply and receive Grant monies to reimburse the City of Montebello for expenditures.

ATTACHMENTS

Subrecipient Agreement

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2016***

***Between the
County of Los Angeles
and the
City of Montebello***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF MONTEBELLO**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Montebello, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Catalog of Federal Domestic Assistance (CFDA) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2016 SHSP, FAIN #EMW-2016-SS-00102, Federal Award dated September 16, 2016. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2016 SHSP grant from Cal OES in the total amount of \$10,415,280; and

WHEREAS, the CEO now wishes to distribute 2016 SHSP grant funds to the Subrecipient in the amount of \$50,000, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on November 29, 2016 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Montebello, a public agency, having its principal office at _____.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Jose Chew, Grant Director
Chief Executive Office, Los Angeles County (LAC)
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1549
Fax: (213) 687-3765
jchew@ceo.lacounty.gov

With a copy to:
Craig Hiramawa, Grant Manager
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chiramawa@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organization/DUNS #	
Address:	
City/State/Zip:	
Phone:	
Fax:	
Email:	

With a copy to:

Name and Title:	
Organization	
Address:	
City/State/Zip:	
Phone:	
Fax:	
Email:	

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2016 to March 31, 2019, unless the County of Los Angeles, with Cal OES approval,

provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2016 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/portal/SAM/#1> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract of \$150,000 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the 15th of the following month. Subrecipient must submit claims for reimbursement in a timely manner.

- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31st (fiscal year ending June 30) or June 30th (fiscal year ending September 30) of the year following the reporting period;
- G. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.
- H. Subrecipient must provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2016 SHSP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2016 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 - 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 - 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
- 1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or

program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Listing to the CEO, in the frequency as above.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2016 SHSP, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2016 SHSP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frt/>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2016 SHSP, Funding Opportunity Announcement. Detailed Homeland

Security Exercise and Evaluation Program Guidance is available at <https://hseep.preptoolkit.org/>.

- N. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2016 SHSP, Funding Opportunity Announcement.
- P. Any personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in 2016 SHSP, Funding Opportunity Announcement.
- Q. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$50,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2016 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, purchase orders, invoices, report of goods received, and proof of payment.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F.
 - 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
 - 2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will

immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government

Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public

Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and
(k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based

Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2016 Funding Opportunity Announcement and in the State's "Grant Assurances". By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. ~~Subrecipient will be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances.~~

Pursuant to this Agreement, Subrecipient shall execute Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (25) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____
SACHI A. HAMAI
Chief Executive Officer

_____ Date

BY _____
LORI GLASGOW
Executive Officer, Board of Supervisors

BY _____
JOHN NAIMO
Auditor-Controller

APPROVED AS TO FORM

MARY C. WICKHAM
County Counsel

BY _____
Senior Deputy County Counsel

BY _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet(s)
Exhibit F	Funding Guidelines
Exhibit G	Reimbursement Form and Instructions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)	
11. Amount of Payment (check all that apply) : ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: _____ nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☒ Yes ☐ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____ (area code)
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip
Last Name	First Name	MI
Address	City	Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

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Standard Form – LLL-A

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the _____
(*your agency*)
accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]

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As the duly authorized representative of _____ (the "Applicant" or "Subrecipient"), I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) 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 an 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.
- (b) 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.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

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- with obtaining, attempting to obtain, or performing 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;
- (c) 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)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (h) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) EO 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

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- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (l), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. §7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 12898 on the Environmental Justice Act, and EO 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (g) Protection of wetlands pursuant to EO 11990;
- (h) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);

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- (j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (k) EO 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act EO 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the CFR, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 108-282), specifically (a) the reporting of subawards obligating

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\$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard

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area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225a.

30. Non-supplanting Requirements

All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal source.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 CFR Part 401 and the standard patent rights clause located at 37 CFR §401.14.

32. SAFECOM

All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All Applicants must comply with EO 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

35. USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for the County of Los Angeles, Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the County of Los Angeles or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>.

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County of Los Angeles
2016 Grant Assurances

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant. Applicant shall abide by all assurances and requirements set forth herein.

Applicant Name: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

[Remainder of this page intentionally left blank]

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



RECEIVED SEP 23 2016

September 16, 2016

Sachi Hamai
Interim Chief Executive Office
Los Angeles County CEO/CDAT
222 South Hill Street, 2nd Floor
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2016 Homeland Security Grant Program
Grant #2016-0102, Cal OES ID#037-00000
Subrecipient Performance Period: September 1, 2016 to May 31, 2019

Dear Ms. Hamai:

The California Governor's Office of Emergency Services (Cal OES) approved your FY16 Homeland Security Grant Program (HSGP) award in the amount of \$10,415,280. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES Program Representative will examine and evaluate your FY16 HSGP grant application. Throughout the grant cycle, Cal OES will use performance milestones set in the Department of Homeland Security/FEMA Grants Reporting Tool as indicators of performance and grant management capacity and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and sole source procurement requests and controlled equipment requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.

Sachi Hamai
September 16, 2016
Page 2 of 2

Following acceptance of this award, you must enter your grant information into the Department of Homeland Security/FEMA Grants Reporting Tool (GRT) for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the grant performance period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

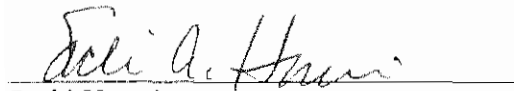
This grant is subject to all provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Homeland Security Grants Unit at (916) 845-8186.

Sincerely,



MARK S. GHILARDUCCI
Director



Sachi Hamai
Los Angeles County CEO/CDAT

9-28-16

Date

City of Montebello
2016 HSGP Projects

Project	Item Number	Project Name	Funding Source	Discipline	Solution Area	Total Obligated
H	039	SMART Classroom	HSGP-SHSP	FS	Equipment	50,000

Project	Project #	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	Acquired Date	Part of a Procurement over 150k	Sole Source Involved	Hold Trigger	Budgeted Cost
H	039	VCS (Video Conferencing System) (1) Sharp 60" Aquos LED TV; (2) Video Onelink CISCO Cameras; (1) CISCO Direct TNDBRG C-90; (1) CISCO SMARTNET Ess Supp 8x5xNBD; (1) CISCO Direct TNB CTS-PHD 1080; (2) CISCO Direct TNDBRG CTS-MIC-CLNG; and (1) CISCO Direct CTS-CTRL-DVOC; (1) CTS DIR 1 Yr ESS Supp 8x5xNBD plus Accessories & Installation	06CP-05-VCON 21GN-00-INST	Teleconferencing, Video; Installation	Yes	HSGP-SHSP	FS	Information Technology				No	No	EHP	50,000

Appendix C - Funding Guidelines

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).

In general, recipients should consult with their HQ Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria established by the NOFO. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the Goal.

Allowable investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

Continuity of Operations

FEMA is designated as the Department of Homeland Security's lead agency for managing the nation's Continuity Program. To support this role, FEMA provides direction and guidance to assist in developing capabilities for continuing the federal and state, local, tribal, territorial government jurisdictions and private sector organizations' essential functions across a broad spectrum of emergencies.

National Security Presidential Directive 51, National Security Presidential Directive 20, the National Continuity Policy Implementation Plan (NCP/IP), the Federal Continuity Directive 1 (FCD 1), and Continuity Guidance Circular 1 (CGC 1), and CGC 2 outline the following overarching continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit <http://www.fema.gov/guidance-directives> and <http://www.fema.gov/continuity-operations> or contact the Regional Continuity Manager.

Planning (SHSP and UASI only)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and such as those associated with the development, and review and revision of the THIRA, SPR, continuity of operations plans and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v 2.0.

Organization (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;

- Implementing models, programs, and workforce enhancement initiatives to address ideologically-inspired radicalization to violence in the homeland;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA (or recipient agency) to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

Organizational activities under SHSP and UASI include:

- **Intelligence analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Pub. L. No. 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

As identified in the priority entitled, *Maturation and Enhancement of State and Major Urban Area Fusion Centers*, all fusion center analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA

and must be made available to the recipient's respective HQ Program Analyst upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's annual assessment.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the federal man-hour estimate, and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted. Under no circumstances should DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.

- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:

- Backfill and overtime expenses for staffing state or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program activities;
- Public safety overtime;
- Title 32 or state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CBP.

SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator per the instructions in IB 379.

Note: States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations and up to a maximum of 50 percent (50%) of the state share of the UASI grant). Any UASI funds retained by the state must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by the state would directly support the Urban Area.

Equipment (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <http://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state/city/local health departments who administer Federal funds from HHS for this purpose and with existing MMRS committees where available, in order to sustain their long term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's PoP for HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System (www.NEMSIS.org).

Training (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through a TEP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities, individuals with limited English proficiency and others who also have or access and functional needs, should be identified in a TEP and addressed in the state or Urban Area training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design.

Exercises (SHSP and UASI)

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/exercise>.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the PoP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Law Enforcement Terrorism Prevention Activities Allowable Costs (SHSP and UASI)

Activities eligible for use of LETPA focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) and include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, and real-time crime analysis centers;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note: DHS/FEMA requires that the Office of Public Affairs be given the opportunity to review and approve any public awareness materials (e.g., videos, posters, tri-folds, etc.) developed using HSGP grant funds for the "If You See Something, Say Something™" campaign to ensure these materials are consistent with the Department's messaging and strategy for the campaign and the initiative's trademark;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist

radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States;

- Increase physical security, through law enforcement personnel and other protective measures by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations; and
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative.

Controlled Equipment (SHSP, UASI, and OPSG)

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment.

Refer to IB 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition, and the Recommendations Pursuant to Executive Order 13688.

Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

Critical Emergency Supplies (SHSP and UASI)

In order to further DHS/FEMA's mission, critical emergency supplies, such as shelf stable products, water, and basic medical supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan which should include a distribution strategy and related sustainment costs if planned grant expenditure is over \$100,000. If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). FEMA GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues.

States are further encouraged to share their DHS/FEMA approved plan with local jurisdictions and Tribes.

Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15 percent (15%) of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, recipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, recipients and sub-recipients must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD using the guidelines in EHP Supplement prior to submitting materials for EHP review. Completed EHP review materials for construction and communication tower projects **must** be submitted **as soon as possible** to get approved by the end of the PoP. EHP review materials should be sent to gpdehpinfo@fema.gov.

HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. § 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/whd/govcontracts/dbra.htm>.

OPSG funds may not be used for any type of construction.

Personnel (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to: training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and statewide interoperability coordinators (SWIC).

For further details, SAAs should refer to IB # 358, <http://www.fema.gov/pdf/government/grant/bulletins/info358.pdf>, or contact their HQ Program Analyst.

HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

The following are definitions as it relates to personnel costs:

- *Hiring.* State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable /DHS/FEMA program activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- *Overtime.* These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- *Backfill-related Overtime.* Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- *Supplanting.* Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Packages (OPacks) (SHSP and UASI)

Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti-Terrorism Teams, for new capabilities as well as to sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all federally-funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting new OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Western Hemispheric Travel Initiative (SHSP)

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards. More information on the WHTI may be found at http://www.dhs.gov/files/programs/gc_1200693579776.shtm or http://www.getyouhome.gov/html/eng_map.html.

Other Secure Identification Initiatives (SHSP)

SHSP funds may also be used to support the Department’s additional efforts to enhance secure identification, including driver’s license and identification security enhancements. Activities that facilitate secure identification, including IT enhancements for identification management and

verification systems are a priority. DHS/FEMA is currently developing and implementing a number of screening programs in which secure identification credentials figure prominently. These include the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

States may continue implementing activities previously funded through the Driver's License Security Grant Program (DLSGP) that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver's license and identification cards;
- Reduce the cost of program implementation for individuals, states, and the Federal Government;
- Driver's license identification material requirements;
- Expedite state progress toward meeting minimum security standards; and
- Plan and expedite state-specific activities to support federal data and document verification requirements and standards.

Operations (OPSG)

The intent of OPSG is to focus on operational aspects of enhancing coordination between federal, state, local, tribal, and territorial law enforcement agencies to increase the security of the United States Borders.

- *Operational Overtime.* OPSG funds should be used for operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. At the request of a recipient, the FEMA Administrator may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver request should:
 - Be requested on official letterhead, include a written justification, and be signed by the local jurisdiction;
 - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount;
 - Include an approved Operations Order from the USBP Sector office which supports the local jurisdiction's written justification; and
 - Be coordinated with the USBP Sector, SAA, and OBP.
- *Part Time Personnel.* OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- *Travel, Per Diem, and Lodging.* Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six month deployment of law enforcement personnel to

critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).

- *Vehicle and Equipment Rentals.*
- *Vehicle/Equipment Maintenance.*
- *Fuel Cost and/or Mileage Reimbursement.* There is no cap for reimbursement of operational activities.
- *Activate Reserve State, Local, Tribal, and Territorial Law Enforcement Personnel.* Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
- *Backfill.* Costs associated with backfill for personnel supporting operational activities.
- *Law Enforcement Readiness.* Use of OPSG funds may be used to increase operational, material, and technological readiness of state, local, tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [IB 358](#) or contact their HQ Program Analyst at (800) 368-6498 for guidance and clarification.

Due to the nature of OPSG, training and exercise expenses are not allowable costs under OPSG.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP funds.

Prohibited Equipment (SHSP, UASI and OPSG)

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to [IB 407 Use of Grant Funds for Controlled Equipment](#) for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see [Executive Order \(EO\) 13688 Federal Support for Local Law Enforcement Equipment Acquisition](#), and the [Recommendations Pursuant to Executive Order 13688](#).

Additional Planning Information

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide recipients and sub-recipients with specialized expertise to improve their emergency plans and planning. TA deliveries are designed specifically to improve and enhance the continuing development of state and local emergency management across the five mission areas of the Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion

of options to improve plans and planning in light of their jurisdiction's needs. There is no cost to approved jurisdictions for DHS/FEMA TA.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by DHS/FEMA contract specialists and with the support of FEMA Region operational specialists. While the invitation of participants is up to the requesting jurisdiction, DHS/FEMA encourages requesting jurisdictions to include the broadest practical range of its emergency managers and planners in all TA deliveries. TA deliveries should be made open to neighboring jurisdictions. As necessary, DHS/FEMA may also invite other Federal experts and practitioners to participate. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently used TA for the same planning issue.

The TA catalog, showing the full range of TA available across all five mission areas and by all providers, and the TA request form can be accessed at <http://www.fema.gov/national-incident-management-system/fema-technical-assistance-division>.

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on September 9, 2013, states, territories, tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses.

DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Responder Training Development Center (RTDC) website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved

through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

Training Not Provided by DHS/FEMA. These trainings includes courses that are either state sponsored or federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than federal entities or DHS/FEMA and are sponsored by the SAA or their designated TPOC.
- *Joint Training and Exercises with the Public and Private Sectors.* These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, states, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other Federal and state training can be found at <http://www.firstrespondertraining.gov>.

Training Information Reporting System ("Web-Forms"). Web-Forms are an electronic form/data management system built to assist the SAA and its designated state, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2016 HSGP; however, the system remains available and can be accessed through the DHS/FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin> in order to support recipients in their own tracking of training.

Additional Exercise Information

Recipients that use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. Recipients are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the state/Urban Area's THIRA and SPR. The scenarios used in HSGP-funded exercises must focus on validating capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities, individuals with limited English proficiency and others with access and functional needs. Exercise scenarios should align with priorities and capabilities identified in the Multi-year TEP.

- *Special Event Planning.* If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year TEP. The state or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- *Regional Exercises.* States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community organizations. Participation in exercises should be coordinated with the local Citizen Corps Whole Community Council(s) or their equivalent and other partner agencies.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging signs).

**SHARED SERVICES DIVISION
GRANT PAYMENT REQUEST****SECTION A: SUBMITTING YOUR REQUEST**Please submit legible supporting documents, files and completed request form at:Grants@auditor.lacounty.govIn the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

20__

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise)	2. ITEM # (e.g. 17.020)	3. PROJECT ALPHA (e.g. D)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # If services, supplies or equipment were purchased, please attach invoices (maximum of 5) and indicate purchase method by completing numeral 6.	6. PURCHASE METHOD * If the purchase price is \$150K or more for a Non- Competitive Bid or a Sole Source, please attach State's prior Approval.			7. CLAIM AMOUNT (Indicate the amount per each line)
			No	Yes (attach prior State Approval)		Competitive Bid? (How many?)	Non-Competitive Bid	Sole Source	

8. TOTAL \$

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐

1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

☐

2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ AUTHORIZED SIGNATURE	_____ DATE
4. _____ AUTHORIZED PRINTED NAME	_____ AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral 1 of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

In order to expedite your Grant payment request, in this area's grid, include a maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line). The invoices or charges need to share the same solution area, project alpha and item #. In addition, invoices from one fiscal year should be claimed separate from invoices of another fiscal year. For example: an invoice dated June 2015 (FY 14/15) should not be combined with an invoice dated October 2015 (FY 15/16) in the same claim request.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the item # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant. An example of project alpha is D.

Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State prior to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

- a) ☐ **State EHP Approval:** if required by the state for your claim.

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for other than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$150,000 or more to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$150,000 or more to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

For Equipment Claims:

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1} Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- b) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- c) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- d) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- e) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- f) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- g) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- h) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
- i) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ____ of ____

[illegible]

Equipment Inventory Listing Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project Line	Project Line (from Grant Workbook)
(6)	Project Alpha	Project Alpha character (from Grant Workbook)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
 Jurisdiction Name: _____
 Training Provider: _____
 OHS Approved Course Title: _____
 Non-SLGCP Course Title & OHS Tracking No. _____
 (requires pre-approval thru OEM)
 Date of Course: _____
 Class/ Exercise Duration/Hours: _____

	<u>EMP NO.</u>	<u>EMPLOYEE NAME</u>	<u>ASSIGNMENT</u>	<u>TITLE</u>	<u>TRAINING REQUEST #</u> (for Training only)	<u>TRAINING START DATE</u>	<u>TRAINING END DATE</u>	<u>SALARY</u>	<u>OT HOURS</u>	<u>REG RATE</u>	<u>OT RATE</u>	<u>OT PAY</u>	<u>Are you claiming for Employee Benefits?</u>	<u>Employee Benefits Rate</u>	<u>CLAIM TOTAL</u>
1											\$ -	\$ -			\$ -
2															
3															
4															
5															
6															
7															
8															
9															
10															
GRAND TOTAL															\$ -

Approved by: _____
 Authorized Signature

 Print Name and Title

_____ Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PLANNING ROSTER										
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product		
GRAND TOTAL							\$			

Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER												
Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						\$					

Approved by:

Authorized Signature _____

Print Name and Title

Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

[illegible]

8. Notes on Personnel Cost:

In general, costs associated with:

- ☐ Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- ☐ Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- ☐ Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- ☐ Vendor installation of a radio tower;
- ☐ Vendor training on new equipment purchased;
- ☐ Contractor hired to create an Emergency Operations Plan;
- ☐ Contractor hired to provide deliveries of ICS 400; and
- ☐ Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- ☐ Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- ☐ Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- ☐ Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- ☐ Contractor hired to be an intelligence analyst.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Andrew G. Pasmant, Acting City Manager

BY: Matthew Feske, Planning Manager

SUBJECT: SECOND READING of Ordinance and Approval of Development Agreement (DA01-18) between the City and Becker Boards Small, LLC for the construction of an off-site, digital billboard.

DATE: April 11, 2018

RECOMMENDATION

That the City Council approve: (1) the Second Reading of an Ordinance of the City Council of the City of Montebello, California, approving a Development Agreement (DA01-18) between the City of Montebello and Becker Boards Small, LLC; and (2) the revised Development Agreement, as directed by City Council on March 28, 2018.

DISCUSSION

During its meetings of March 14 and March 28, 2018, the City Council conducted a duly notice public hearing and approved first reading of the above-described ordinance. The City Council will now consider second reading of the ordinance and approval of the revised Development Agreement, and if approved by the City Council, the ordinance will become effective thirty (30) days thereafter.

Further, if second reading is approved, staff will move forward with the execution of the Development Agreement, as amended/revised, per City Council direction at its meeting of March 28, 2018.

SUMMARY

The City Council will consider approving: (1) the Second Reading of an Ordinance of the City Council of the City of Montebello, California, approving a Development Agreement (DA01-18) between the City of Montebello and Becker Boards Small, LLC, and (2) the revised Development Agreement, as direct by the City Council on March 28, 2018.

ATTACHMENTS

- A. Ordinance
- B. Revised Draft Development Agreement
- C. Redline Draft Development Agreement

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING A DEVELOPMENT
AGREEMENT (DA01-18) BETWEEN THE CITY OF
MONTEBELLO AND BECKER BOARDS SMALL, LLC**

WHEREAS, the California Legislature adopted the “Development Agreement Statute,” section 65864 *et seq.* of the Government Code, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development;

WHEREAS, the City of Montebello (the “City”) is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner in the development process;

WHEREAS, Chapter 17.62 of the Montebello Municipal Code (the “Sign Code”) authorizes the relocation, replacement, and/or construction of new “Off Premises Digital Displays” within certain specified “freeway corridors” of the City, subject to specific development standards and the City’s approval of a development agreement with the proposed operator and/or owner of the digital display;

WHEREAS, Becker Boards Small, LLC (“Developer”) and the City desire to enter into the Development Agreement (DA01-18) attached hereto as Exhibit “A” (the “Agreement”), which would allow for the construction of a new off-premise, two-faced digital display billboard as specifically described in the Agreement (the “Project”), upon property in which Developer has a leasehold interest and located at 7101 Telegraph Road, Montebello (the “Property”);

WHEREAS, the Project was reviewed pursuant to the California Environmental Quality Act (“CEQA”), and an initial study/environmental assessment found that the Project will not result in significant impacts on the environment, and accordingly a Notice of Intent to Adopt a Negative Declaration has been prepared for the Project and was filed with the Los Angeles County Clerk on January 4, 2018;

WHEREAS, the Planning Commission, following a duly noticed public hearing on February 6, 2018, recommended that the City Council approve the Development Agreement; and

WHEREAS, the City Council has held a duly noticed public hearing on the Agreement and this Ordinance, and considered all staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented in connection with this matter.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO
DOES ORDAIN AS FOLLOWS:**

SECTION 1. RECITALS. Based on the staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and declares that the Recitals set forth above are true and correct, and therefore the City Council adopts and incorporates such as a material part hereof, and further, and based upon such evidence, the City Council makes the additional findings set forth in this Ordinance.

SECTION 2. GENERAL PLAN. The City Council hereby finds that the Development Agreement attached hereto is consistent with the goals, policies and implementation measures set forth in the General Plan, in that the Development Agreement achieves the goal of formulating a plan that is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development, and furthers commercial development in appropriate locations according to need and generates that taxable and other general fund revenues to the City.

SECTION 3. CEQA. In accordance with the California Environmental Quality Act (“CEQA”), the City has completed an Initial Study and Negative Declaration for the Project has been prepared and posted as required by law, and the City Council finds and declares that the Project will not have a significant effect on the environment, that there is no substantial evidence of any significant adverse effect, either individually or cumulatively, relating to the Project, and based on such findings, the City Council does hereby approve and adopt the Negative Declaration for the Project.

SECTION 4. DEVELOPMENT AGREEMENT. The Development Agreement, a true and correct copy of which is attached hereto as Exhibit “A”, is hereby approved, and the City Manager is hereby authorized and directed to execute it on behalf of the City. The City Clerk is hereby authorized and directed to cause this Development Agreement to be recorded with the County Recorder’s Office for the County of Los Angeles.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. The City Clerk shall certify to the passage and adoption of this ordinance and cause it to be posted as required by law. This ordinance shall become effective thirty (30) days after its adoption following the second reading of the ordinance.

Ordinance No. _____

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PASSED, APPROVED AND ADOPTED this 11th day of April, 2018.

Vanessa Delgado, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 3158

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and BECKER BOARDS SMALL, L.L.C., an Arizona limited liability company (hereinafter "Developer").

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property, located at 7101 Telegraph Road in the City of Montebello, Assessor Parcel Number 6354-02-4015, as more specifically described in Exhibit "A" (the "Site") upon which the property owner has removed the previously constructed 14' x 48' static billboard, and pursuant to the terms of this Agreement, Developer will be permitted to construct a double-faced 14' x 48' digital billboard sign, as sign is described in Exhibit "B", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, to be oriented toward the I-5 Freeway ("New Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign construction contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

D. In exchange for the approvals sought for the construction of the New Digital Billboard, as described above, Developer has agreed and offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

E. The Site is located within the City's M-2 Light Industrial Zone, and designated by the General Plan as Industrial, and is also located within the "Interstate 5 Freeway Digital Display Sign Corridor", as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(1), and regulated by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On March 28, 2018, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. _____.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives, including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and limited new displays.

I. On April 11, 2018, the City Council held the second reading of Ordinance No. _____ and adopted the Ordinance and thereby approved this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. _____ of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specifically defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "I-5 Freeway Site Lease" means the lease agreement by and between Developer and Sauli Investments, LTP, a California Limited Partnership, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Becker Boards Small, L.L.C., an Arizona limited liability company duly existing and operating, and its successors and assigns, doing business at 4234 E. Indian School, Phoenix, AZ 85018.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans").

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. _____, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. _____, and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, the provisions for reservation or dedication of land of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgage of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto, oriented toward the I-5 Freeway and located on the Site.

1.1.11 “Operational” means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 “Project” means the construction and installation of the New Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit “B”, and the Schedule of Performance attached hereto as Exhibit “C”.

1.1.13 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “C” and incorporated herein.

1.1.14 “Scope of Development” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.15 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which governs development and use of the Project and/or the Site.

1.1.16 “Subsequent Development Approvals” means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provide in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” Scope of Development, Exhibit “C” (Schedule of Performance), and Exhibit “D” (Montebello Municipal Code Section 17.62.105 B1 “Off Premises Digital Display Sign Corridors”).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the I-5 Freeway Site Lease, or any of Developer’s obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site ("Site Lease"), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "B" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the New Digital Billboard.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer (or any or all of its members) or to any entity that acquires a majority of Developer's assets; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date of the New Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty Thousand Dollars (\$20,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and

feasibility analysis incurred by the City in negotiation and preparation of this Agreement. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay City any outstanding balance of such fees to the extent they are reasonably incurred.

2.6 Development Fee. The potential impact of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the New Digital Billboard becomes Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

Year	Annual Development Fee
1-5	\$75,000
6-10	\$85,000
11-15	\$100,000
16-20	\$110,000

2.7 Developer shall notify the City in writing when the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the New Digital Billboard for purposes of posting public service announcements (including Amber Alerts) and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify the Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content, and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of

any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (v) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.1.1 Penalty Fee. Should the Developer or owner of the off-premise digital billboard not display the City advertisement, the Developer or owner of the off-premise digital billboard shall pay to the City \$500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed. If, however, the Developer fails to display the City's advertisement as required herein, such failure to comply shall be deemed a material breach of this Agreement and may result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purposed of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the New Digital Billboard to advertise tobacco or tobacco related material (including e-cigarette products), hashish, cannabis materials or cannabis related products, businesses or operations, "gentlemen's clubs", adult entertainment businesses, "obscene matter", as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the I-5 Freeway Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of

approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C". "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C", it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Digital Billboard on the Site.

3.5 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "B") which sets forth a description of the Project and the Schedule of Performance (Exhibit "C").

3.6 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.7 Reservation of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior to written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior to written notice.

(d) Regulations that are not in conflict with the Development Approvals of this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally

permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.7.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.7.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulations, a copy of such law or regulations, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if such change hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.9.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.9.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.9.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.10 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees; taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.10.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.10.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.11 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.12 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OR BILLBOARDS.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard will be removed and the displays may be converted back to static displays. In the event that the digital displays are not converted back to static displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard and cap all utilities. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Digital

Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard. If City requires the New Digital Billboard to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to static displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry.

Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution to the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of

termination and removal of the New Digital Billboard that equates to the percentage of time: elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the New Digital Billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance; injunctive relief, declaratory relief, or mandamus and/or: (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) **Liability Insurance.** Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured; and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) **Worker's Compensation.** Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) **Insurance Policy Form, Sufficiency, Content and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement, including the City's approval of the Agreement, and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site (herein "claims or liabilities").

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgement rendered against the City or its respective officers, agents, or employees that fall within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the

performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same Instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this

Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any way such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, With acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance

with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer: Becker Boards Small, L.L.C.
4234 E. Indian School Rd.
Phoenix, AZ 85018
Attn: Real Estate Department

With Copy To: Nagle Law Group, P.C.
4530 E. Shea Blvd, Suite 140
Phoenix, AZ 85028
Attn: Robert Nagle, Esq.

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in

connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____
Vanessa Delgado
Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

Developer:

Becker Board Small, LLC

Joseph White

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "B"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate the existing static sign from the Site and reconstruct it as the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) approximately 60 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately

14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the I-5 Freeway Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdictions over the Site unless those federal, State, and local bodies have an exemption for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the 1-5 Freeway Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the 1-5 Freeway Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building

permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site as described in the attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each sign display of New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard prior to the final issuance of the building permits.

(j) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the 1-5 Freeway Site Lease.

(l) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard. To this end, City shall cooperate with the Southern California Edison requirement upon Developer to upgrade Developer's current electrical service to the New Digital Billboard requiring the installation of electrical conduit approximately ____ feet.

(m) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(n) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on New Digital Billboard.

(o) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(p) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

EXHIBIT "B-1"

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

(To be attached.)

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 3158

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and BECKER BOARDS SMALL, L.L.C., an Arizona limited liability company (hereinafter "Developer").

A. California Government Code Sections 65864, *et seq.*, ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development.

B. Developer has a leasehold interest in that certain portion of real property, located at 7101 Telegraph Road in the City of Montebello, Assessor Parcel Number 6354-02-4015, as more specifically described in Exhibit "A" (the "Site") upon which the property owner ~~will has~~ removed the previously constructed 14' x 48' static billboard, and pursuant to the terms of this Agreement, Developer will be permitted to construct ~~with a new~~ double-faced 14' x 48' digital billboard sign, as sign is described in Exhibit "B", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, to be oriented toward the I-5 Freeway ("New Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign relocation-construction contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq.* (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

D. In exchange for the approvals sought ~~to convert the existing single face static display to for the construction of~~ the New Digital Billboard, as described above, Developer has agreed and offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and
2. Provide advertising space free of charge to City on a space available basis as further described below.

E. The Site is located within the City's M-2 Light Industrial Zone, and designated by the General Plan as Industrial, and is also located within the "Interstate 5 Freeway Digital Display Sign Corridor", as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(1), and regulated by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On , ~~2016~~March 28, 2018, the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. .

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives, including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, ~~relocation~~ and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and limited new displays.

I. On April 11, 2018, the City Council held the second reading of Ordinance No. , and adopted the Ordinance and thereby ~~approving~~approved this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specifically defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "I-5 Freeway Site Lease" means the lease agreement by and between Developer and Sauli Investments, LTP, a California Limited Partnership, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Becker Boards Small, L.L.C., an Arizona limited liability company duly existing and operating, and its successors and assigns, doing business at 4234 E. Indian School, Phoenix, AZ 85018.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans").

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. _____, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. _____, and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of the New Digital Billboard, the provisions for reservation or dedication of land of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgage of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto, oriented toward the I-5 Freeway and located on the Site, ~~and a relocation of an existing lawfully permitted double-faced 14 x 48 foot static display from the Site.~~

1.1.11 “Operational” means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 “Project” means the ~~complete removal of the existing static billboard structure currently located on the Site, and the~~ construction and installation of the New Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit “B”, and the Schedule of Performance attached hereto as Exhibit “C”.

1.1.13 “Schedule of Performance” means the Schedule of Performance attached hereto as Exhibit “C” and incorporated herein.

1.1.14 “Scope of Development” means the Scope of Development attached hereto as Exhibit “B” and incorporated herein.

1.1.15 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement) which governs development and use of the Project and/or the Site.

1.1.16 “Subsequent Development Approvals” means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act (“CEQA”), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provide in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” Scope of Development, Exhibit “C” (Schedule of Performance), and Exhibit “D” (Montebello Municipal Code Section 17.62.105 B1 “Off Premises Digital Display Sign Corridors”).

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the I-5 Freeway Site Lease, or any of Developer’s obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site ("Site Lease"), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "B" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have not further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the New Digital Billboard.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer (or any or all of its members) or to any entity that acquires a majority of Developer's assets; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date of the New Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Twenty Thousand Dollars (\$20,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and

analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay City any outstanding balance of such fees to the extent they are reasonably incurred.

2.6 Development Fee. The potential impact of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the New Digital Billboard becomes Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

Year	Annual Development Fee
1-5	\$75,000
6-10	\$85,000
11-15	\$100,000
16-20	\$110,000

2.7 Developer shall notify the City in writing when the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the New Digital Billboard for purposes of posting public service announcements (including Amber Alerts) and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify the Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content, and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or

otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (v) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.1.1 Penalty Fee. Should the ~~developer-Developer~~ or owner of the off-premise digital billboard not display the City advertisement, the ~~developer-Developer~~ or owner of the off-premise digital billboard shall pay to the City \$500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed. If, however, the Developer fails to display the City's advertisement as required herein, such failure to comply shall be deemed a material breach of this Agreement and may result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purposed of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the New Digital Billboard to advertise tobacco or tobacco related material (including e-cigarette products), hashish, cannabis materials or cannabis related products, businesses or operations, "gentlemen's clubs", adult entertainment businesses, "obscene matter", as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally-applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations

including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the I-5 Freeway Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C". "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C", it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Digital Billboard on the Site.

3.5 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including

the Scope of Development (Exhibit “B”) which sets forth a description of the Project and the Schedule of Performance (Exhibit “C”).

3.6 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.7 Reservation of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer’s costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior to written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer’s costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals of this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals of this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.7.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.7.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulations, a copy of such law or regulations, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, if such change hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.8 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require

Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.9.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.9.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.9.3 It being understood, however, that if there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.10 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees; taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.10.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.10.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.10.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.10.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.11 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.12 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OR BILLBOARDS.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard will be removed and

the displays may be converted back to static displays. In the event that the digital displays are not converted back to static displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard and cap all utilities. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard. Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard. If City requires the New Digital Billboard to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to static displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under

section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefor and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution to the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however,

City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time: elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard becomes Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the New Digital Billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance; injunctive relief, declaratory relief, or mandamus and/or: (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall

only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured; and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities ~~(herein "claims or liabilities")~~ that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement, including the City's approval of the Agreement, and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site (herein "claims or liabilities").

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and ~~Will will~~ pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgement rendered against the City or its respective officers, agents, or employees that fall within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to

any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee, has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same Instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Los

Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any way such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, With acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City: City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer: Becker Boards Small, L.L.C.
4234 E. Indian School Rd.
Phoenix, AZ 85018
Attn: Real Estate Department

With Copy To: Nagle Law Group, P.C.
4530 E. Shea Blvd, Suite 140
Phoenix, AZ 85028
Attn: Robert Nagle, Esq.

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____
Art Barajas
Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas
City Clerk

Arnold M. Alvarez-Glasman
City Attorney

Developer:

Becker Board Small, LLC

Joseph White

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "B"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate the existing static sign from the Site and reconstruct it as the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) approximately 60 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately 14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column. The City shall and hereby does agree to indemnify; defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with or in any way relating to the City Logo, including but not limited to, as a result of the New Digital Billboard being deemed to be a public forum due in whole or in part as a result of the placement of the City Logo.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the I-5 Freeway Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris

and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdictions over the Site unless those federal, State, and local bodies have an exemption for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the 1-5 Freeway Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of the 1-5 Freeway Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The Billboard shall be located in the portion of the Site as described in the attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each sign display of New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(f) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(g) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(h) Developer shall, at all time, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

(i) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard prior to the final issuance of the building permits.

(j) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(k) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the 1-5 Freeway Site Lease.

(l) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard. To this end, City shall cooperate with the Southern California Edison requirement upon Developer to upgrade Developer's current electrical service to the New Digital Billboard requiring the installation of electrical conduit approximately ____ feet.

(m) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(n) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on New Digital Billboard.

(o) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic dimming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(p) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

EXHIBIT "B-1"

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

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. 1443, consisting of six pages, and
including**

Warrant No. 577328 through 577441;

Warrant No. 1388;

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller as required by law.**

**SECTION 2. That the said City Council having examined each such
demand does hereby approve and direct the payment of same, as set forth
in said Register, except the following Warrant No.**

**SECTION 3. That the City Clerk shall certify to the adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 11th DAY OF APRIL, 2018.

VANESSA DELGADO, Mayor

ATTEST:

IRMA BARAJAS, City Clerk

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
4331 - General Account			
<u>Check</u>			
577328	03/27/2018	ALFONSO TIRES & REPAIRS, INC.	\$1,903.13
577329	03/27/2018	AT&T TELECONFERENCE SERVICES	\$125.82
577330	03/27/2018	BENNY'S OIL FILTER RECYCLING	\$216.25
577331	03/27/2018	BIRCH COMMUNICATIONS	\$646.11
577332	03/27/2018	BIRCH COMMUNICATIONS	\$646.11
577333	03/27/2018	BIRCH COMMUNICATIONS	\$750.98
577334	03/27/2018	BIRCH COMMUNICATIONS	\$427.93
577335	03/27/2018	BIRCH COMMUNICATIONS	\$646.11
577336	03/27/2018	CINTAS CORPORATION NO. 2	\$449.63
577337	03/27/2018	CLEAN SWEEP SUPPLY CO. INC	\$1,444.02
577338	03/27/2018	ENTENMANN-ROVIN CO.	\$152.45
577339	03/27/2018	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	\$419.00
577340	03/27/2018	FEDERAL EXPRESS CORPORATION	\$45.44
577341	03/27/2018	FILTER SOLUTIONS	\$1,971.00
577342	03/27/2018	FLAIR DATA SERVICES, INC.	\$4,167.00
577343	03/27/2018	FOOTHILL FIRE CHIEFS ASSOCIATION	\$150.00
577344	03/27/2018	GALLS/UNIFORM CENTER	\$589.16
577345	03/27/2018	GILLIG LLC	\$602.37
577346	03/27/2018	HD INDUSTRIES	\$1,955.12
577347	03/27/2018	LOS ALAMITOS AUTO PARTS	\$994.17
577348	03/27/2018	MENDEZ, SERGIO	\$397.60
577349	03/27/2018	MISSION LINEN SUPPLY	\$539.79
577350	03/27/2018	MUNCIE TRANSIT SUPPLY	\$352.59
577351	03/27/2018	MUNITEMPS	\$2,683.13
577352	03/27/2018	PASMANT, ANDREW	\$10,710.00
577353	03/27/2018	SAWYER PETROLEUM	\$48,702.00
577354	03/27/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$980.22
577355	03/27/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$127.46
577356	03/27/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$206.76
577357	03/27/2018	T-MOBILE USA, INC.	\$2,175.23
577358	03/27/2018	TRIANGLE SPORTS	\$3,504.00
577359	03/27/2018	UC REGENTS	\$3,006.54
577360	03/27/2018	VORTEX INDUSTRIES	\$2,086.00
577361	03/27/2018	WINZER CORPORATION	\$1,090.62
577362	03/27/2018	AIR SOURCE INDUSTRIES	\$63.00
577363	03/27/2018	AUTOZONE	\$273.70
577364	03/27/2018	AZTECA LANDSCAPE	\$1,476.23
577365	03/27/2018	BEST BUY CHEMICAL & SUPPLY CO.	\$457.19
577366	03/27/2018	BRIGADE PEST MANAGEMENT	\$179.00
577367	03/27/2018	CAT TRACKING INC.	\$8,200.00

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
577368	03/27/2018	CUMMINS PACIFIC, LLC	\$4,356.38
577369	03/27/2018	DELTA MOTOR COMPANY, INC.	\$12,123.00
577370	03/27/2018	ENTRUST RESOURCES	\$173.02
577371	03/27/2018	FLEET PRIDE, INC.	\$382.25
577372	03/27/2018	FOOTHILL COMMUNICATIONS, LLC	\$14,916.67
577373	03/27/2018	FORD OF MONTEBELLO	\$137.15
577374	03/27/2018	FROG ENVIRONMENTAL., INC	\$525.00
577375	03/27/2018	GENFARE	\$546.13
577376	03/27/2018	GRAINGER, INC.	\$248.35
577377	03/27/2018	HD INDUSTRIES	\$1,640.84
577378	03/27/2018	IVA SOLUTIONS, INC.	\$738.53
577379	03/27/2018	KESTERSON, JOHN	\$710.00
577380	03/27/2018	MATRIX CONSULTING GROUP, LTD.	\$6,414.00
577381	03/27/2018	MICHELIN NORTH AMERICA, INC.	\$18,049.07
577382	03/27/2018	MR. ROOTER PLUMBING	\$4,500.00
577383	03/27/2018	MYVAR, LLC	\$31,065.80
577384	03/27/2018	NEW FLYER PARTS	\$22,618.04
577385	03/27/2018	PALARDY & MILLER AUTOBODY	\$220.02
577386	03/27/2018	PRAXAIR	\$236.04
577387	03/27/2018	PRUDENTIAL OVERALL SUPPLY	\$57.13
577388	03/27/2018	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.	\$350.00
577389	03/27/2018	REDFLEX TRAFFIC SYSTEMS	\$20,000.00
577390	03/27/2018	SHI INTERNATIONAL CORP.	\$229.42
577391	03/27/2018	SILVER & WRIGHT LLP	\$3,512.16
577392	03/27/2018	TANK SPECIALIST OF CALIFORNIA	\$379.50
577393	03/27/2018	UC REGENTS	\$3,006.54
577394	03/27/2018	ULINE, INC.	\$240.73
577395	03/27/2018	VORTEX INDUSTRIES	\$1,067.42
577396	03/27/2018	WAYNE ELECTRIC COMPANY	\$3,432.14
577397	03/27/2018	CITY OF CULVER CITY	\$800.00
577398	03/29/2018	LOS ANGELES COUNTY POLICE CHIEFS' ASSOC.	\$300.00
577399	04/02/2018	ALL AMERICAN TROPHY & ENGRAVING COMPANY	\$16.43
577400	04/02/2018	AMERICAN EMBLEMATIC, LLC	\$1,854.96
577401	04/02/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,292.40
577402	04/02/2018	ARTE PRINTING	\$602.25
577403	04/02/2018	AT&T	\$6,054.21
577404	04/02/2018	CENTRAL BASIN MUNICIPAL WATER DISTRICT	\$3,775.75
577405	04/02/2018	CHARTER COMMUNICATIONS	\$1,286.02
577406	04/02/2018	CHARTER COMMUNICATIONS	\$1,281.79
577407	04/02/2018	CHARTER COMMUNICATIONS	\$69.95
577408 (VOID)	04/02/2018	LOS ANGELES COUNTY CLERK	\$2,355.75
577409	04/02/2018	PICO RIVERA, CITY OF	\$64.60

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
577410	04/02/2018	RELIANT URGENT CARE	\$384.00
577411	04/02/2018	RICOH AMERICAS CORP.	\$10,671.98
577412	04/02/2018	SAN GABRIEL VALLEY WATER CO.	\$844.58
577413	04/02/2018	SOUTHERN CALIFORNIA EDISON	\$17,261.85
577414	04/02/2018	SOUTHERN CALIFORNIA GAS CO.	\$6,459.83
577415	04/02/2018	T-MOBILE USA, INC.	\$2,307.61
577416	04/02/2018	T-MOBILE USA, INC.	\$90.45
577417	04/02/2018	TANK SPECIALIST OF CALIFORNIA	\$3,180.00
577418	04/02/2018	TPX COMMUNICATIONS	\$2,726.73
577419	04/02/2018	WATER REPLENISHMENT DISTRICT	\$3,720.60
577420	04/02/2018	LOS ANGELES COUNTY CLERK	\$75.00
577421	04/03/2018	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	\$1,083.84
577422	04/04/2018	ADR SECURITY SYSTEMS, INC.	\$144.00
577423	04/04/2018	APPLE ONE EMPLOYMENT SERVICES	\$1,270.19
577424	04/04/2018	ARTE PRINTING	\$411.72
577425	04/04/2018	AT&T	\$578.80
577426	04/04/2018	AT&T	\$53.75
577427	04/04/2018	CHARTER COMMUNICATIONS	\$29.05
577428	04/04/2018	CHARTER COMMUNICATIONS	\$46.04
577429	04/04/2018	CHARTER COMMUNICATIONS	\$281.37
577430	04/04/2018	CINTAS CORPORATION	\$266.02
577431	04/04/2018	H & H AUTO PARTS WHOLESALE	\$406.57
577432	04/04/2018	MISSION LINEN SUPPLY	\$548.76
577433	04/04/2018	MONTEBELLO LAND & WATER CO.	\$10,233.76
577434	04/04/2018	MUNITEMPS	\$10,465.50
577435	04/04/2018	READY REFRESH BY NESTLE	\$241.08
577436	04/04/2018	RELIANT URGENT CARE	\$588.00
577437	04/04/2018	SAN GABRIEL VALLEY WATER CO.	\$42,331.48
577438	04/04/2018	SAWYER PETROLEUM	\$24,547.48
577439	04/04/2018	VERIZON WIRELESS	\$456.31
577440	04/04/2018	VERIZON WIRELESS	\$38.01
577441	04/04/2018	ADCO SERVICES, INC.	\$7,090.00
577442	04/04/2018	ADVANCED APPLIED ENGINEERING, INC.	\$38,235.50
577443	04/04/2018	ALL CITY MANAGEMENT SERVICES	\$5,343.00
577444	04/04/2018	ALVAREZ-GLASMAN & COLVIN	\$28,898.76
577445	04/04/2018	ANA LABORATORIES, INC.	\$2,035.00
577446	04/04/2018	ATKINSON, ANDELSON, LOYA, RUUD	\$21,355.04
577447	04/04/2018	AUTOZONE	\$1,980.63
577448	04/04/2018	AVANT GARDE	\$14,345.50
577449	04/04/2018	BEVERLY HOSPITAL	\$472.24
577450	04/04/2018	BISHOP COMPANY	\$985.45
577451	04/04/2018	BRIGADE PEST MANAGEMENT	\$646.00

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
577452	04/04/2018	CAMACHO, TOM	\$21,129.86
577453	04/04/2018	CARLISLE, SANDRA	\$250.00
577454	04/04/2018	CERTIFIED ROOFING APPLICATORS, INC.	\$2,420.00
577455	04/04/2018	CHANCE, MICHAEL	\$3,240.00
577456	04/04/2018	CLEAN ENERGY FUELS	\$7,507.95
577457	04/04/2018	COLBY'S TOTAL LAWN CARE	\$275.00
577458	04/04/2018	CUMMINS PACIFIC, LLC	\$453.00
577459	04/04/2018	DIETZE , CYNTHIA	\$250.00
577460	04/04/2018	E.M. OIL TRANSPORT INC.	\$6,147.01
577461	04/04/2018	ELLSWORTH TRUCK & AUTO MACHINING	\$1,665.67
577462	04/04/2018	FAZEKAS & ASSOCIATES, INC., SCOTT	\$2,893.48
577463	04/04/2018	FIESTA TAXI COOPERATIVE, INC.	\$99,695.14
577464	04/04/2018	FORD OF MONTEBELLO	\$625.57
577465	04/04/2018	FROG ENVIRONMENTAL., INC	\$574.00
577466	04/04/2018	GENUINE PARTS COMPANY	\$1,093.76
577467	04/04/2018	GILLIG LLC	\$1,657.87
577468	04/04/2018	GOLDEN STATE ELEVATOR SERVICE INC.	\$120.00
577469	04/04/2018	GOLDEN STATE FASTENERS & SUPPLY, INC.	\$51.94
577470	04/04/2018	GONSALVES & SONS, JOE A	\$3,000.00
577471	04/04/2018	GONZALEZ , RITA	\$57.00
577472	04/04/2018	GRAINGER, INC.	\$181.92
577473*	04/04/2018	GREAT LAKES SPORTS	\$813.06
577474*	04/04/2018	HARRINGTON INDUSTRIAL PLASTICS LLC.	\$215.21
577475	04/04/2018	HD INDUSTRIES	\$3,008.42
577476	04/04/2018	IDR ENVIRONMENTAL SERVICES INC	\$4,760.88
577477	04/04/2018	INDEPENDENT CITIES ASSOCIATION	\$2,762.00
577478	04/04/2018	IRON MOUNTAIN INC.	\$547.83
577479	04/04/2018	IVA SOLUTIONS, INC.	\$930.00
577480	04/04/2018	JACOBSEN WEST	\$18.48
577481	04/04/2018	KELLER, BRAD	\$150.00
577482	04/04/2018	LAW OFFICES OF JONES & MAYER	\$2,853.14
577483	04/04/2018	LINDER CASTER & TRUCK, INC. DBA LINCO CASTERS	\$652.63
577484	04/04/2018	LITTLEJOHN - REULAND CORPORATION	\$1,167.54
577485	04/04/2018	LM SYSTEMS	\$2,150.00
577486	04/04/2018	LOS ALAMITOS AUTO PARTS	\$2,465.17
577487	04/04/2018	LOS ANGELES COUNTY AUDITOR CONTROLLER	\$54.00
577488	04/04/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$410.14
577489	04/04/2018	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	\$24,000.00
577490	04/04/2018	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	\$643.91
577491	04/04/2018	MARTINEZ CONSULTING SERVICE LLC	\$4,000.00
577492	04/04/2018	MOBILITY ADVANCEMENT GROUP	\$3,740.00
577493	04/04/2018	MONTEBELLO YOUTH FOOTBALL ASSOCIATION	\$250.00

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
577494	04/04/2018	MR. ROOTER PLUMBING	\$16,000.46
577495	04/04/2018	MUNCIE TRANSIT SUPPLY	\$238.49
577496	04/04/2018	NEW FLYER PARTS	\$4,501.15
577497	04/04/2018	NIVEL PARTS & MFG CO., LLC	\$202.92
577498	04/04/2018	ORANGE COUNTY TANK TESTING INC	\$750.00
577499	04/04/2018	PAYAN, LINDA	\$499.68
577500	04/04/2018	PRAXAIR	\$167.93
577501*	04/04/2018	PRO SYSTEMS INC.	\$3,410.00
577502	04/04/2018	RENDON, HERMELINDA	\$250.00
577503	04/04/2018	REYES, SONIA, J	\$250.00
577504	04/04/2018	RIO HONDO COMMUNITY COLLEGE	\$73.60
577505	04/04/2018	S & A ENGINE, INC.	\$289.35
577506	04/04/2018	SALDANA LANDSCAPE INC.	\$3,585.35
577507	04/04/2018	SAN GABRIEL VALLEY POLICE CHIEF'S ASSOC.	\$250.00
577508	04/04/2018	SECURITY SIGNAL DEVICES INC.	\$2,169.93
577509	04/04/2018	SHRED-IT USA LLC.	\$616.00
577510	04/04/2018	SIEMENS INDUSTRY INC.	\$9,454.04
577511	04/04/2018	SILVER & WRIGHT LLP	\$1,749.56
577512	04/04/2018	SIMONIAN, GEORGE S.	\$1,650.67
577513	04/04/2018	SIMPLOT PARTNERS	\$1,018.36
577514	04/04/2018	SOLANO, MARTIN	\$300.00
577515	04/04/2018	SOUTH BAY FORD, INC.	\$4,487.40
577516	04/04/2018	SOUTHERN CALIFORNIA EDISON	\$744.00
577517	04/04/2018	SOUTHERN COACH PARTS COMPANY	\$417.33
577518	04/04/2018	THOMSON REUTERS - WEST	\$308.52
577519	04/04/2018	TRUTH BE TOLD POLYGRAPH, LLC	\$500.00
577520	04/04/2018	TUFANO, ROBERT C.	\$475.43
577521	04/04/2018	TURF TEAM INC.	\$4,880.00
577522	04/04/2018	UNIQUE GENERAL SERVICES	\$8,148.00
577523	04/04/2018	UNITED SITE SERVICES, INC.	\$483.25
577524	04/04/2018	UNIVAR USA INC.	\$1,251.56
577525	04/04/2018	VORTEX INDUSTRIES	\$1,486.96
577526	04/04/2018	WARREN, CHRISTOPHER	\$154.61
577527	04/04/2018	WAYNE ELECTRIC COMPANY	\$1,276.51
577528	04/04/2018	WEST COAST ARBORISTS, INC.	\$750.00
577529	04/04/2018	WEST-LITE SUPPLY CO., INC.	\$346.30
577530	04/04/2018	WESTERN ALLIED CORPORATION	\$7,147.70
577531	04/04/2018	WINZER CORPORATION	\$260.17
577532	04/04/2018	WRITERANNE COMMUNICATIONS	\$490.00
577533	04/04/2018	YU, KEVIN	\$70.00
Type Check Totals:			\$830,260.59
4331 - General Account Totals			

Payment Register

From Payment Date: 3/27/2018 - To Payment Date: 4/4/2018

Number	Date	Payee Name	Transaction Amount
6093 - Successor Agency			
<u>Check</u>			
1388	04/04/2018	ALVAREZ-GLASMAN & COLVIN	\$2,992.27
Type Check Totals:			<u>\$2,992.27</u>
6093 - Successor Agency Totals			

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



CHECK REGISTER DETAIL SUMMARY

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
577328	03/27/2018	\$1,903.13	CONTRACT SERVICES	72040	ALFONSO TIRES & REPAIRS, INC.
577329	03/27/2018	\$125.82	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
577330	03/27/2018	\$216.25	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
577331	03/27/2018	\$646.11	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577332	03/27/2018	\$646.11	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577333	03/27/2018	\$750.98	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577334	03/27/2018	\$427.93	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577335	03/27/2018	\$646.11	UTILITY SERVICES	657	BIRCH COMMUNICATIONS
577336	03/27/2018	\$449.63	SUPPLIES	1294	CINTAS CORPORATION NO. 2
577337	03/27/2018	\$1,444.02	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
577338	03/27/2018	\$152.45	SUPPLIES	3560	ENTENMANN-ROVIN CO.
577339	03/27/2018	\$419.00	CONTRACT SERVICES	50120	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC
577340	03/27/2018	\$45.44	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
577341	03/27/2018	\$1,971.00	VEHICLE MAINTENANCE/EXPENSES	16960	ANGELA MATA/FILTER SOLUTIONS
577342	03/27/2018	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
577343	03/27/2018	\$150.00	DUES & SUBSCRIPTIONS	70230	FOOTHILL FIRE CHIEFS ASSOCIATION
577344	03/27/2018	\$589.16	UNIFORM EXPENSE	55650	GALLS, LLC
577345	03/27/2018	\$602.37	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
577346	03/27/2018	\$1,955.12	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
577347	03/27/2018	\$994.17	VEHICLE MAINTENANCE/EXPENSES	585	KENNEY HOLDINGS, LLC/LOS ALAMITOS AUTO PARTS
577348	03/27/2018	\$397.60	TRAVEL & MEETINGS	1376	SERGIO MENDEZ
577349	03/27/2018	\$539.79	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
577350	03/27/2018	\$352.59	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
577351	03/27/2018	\$2,683.13	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS
577352	03/27/2018	\$10,710.00	CONTRACT SERVICES	1950	ANDREW PASMANT
577353	03/27/2018	\$48,702.00	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM

577354	03/27/2018	\$980.22	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
577355	03/27/2018	\$127.46	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
577356	03/27/2018	\$206.76	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
577357	03/27/2018	\$2,175.23	UTILITY SERVICES	526	T-MOBILE USA, INC.
577358	03/27/2018	\$3,504.00	SUPPLIES	69680	TRIANGLE SPORTS, INC.
577359	03/27/2018	\$3,006.54	CONTRACT SERVICES	20070	UC REGENTS
577360	03/27/2018	\$2,086.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
577361	03/27/2018	\$1,090.62	SUPPLIES	67320	WINZER CORPORATION
577362	03/27/2018	\$63.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES
577363	03/27/2018	\$273.70	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
577364	03/27/2018	\$1,476.23	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
577365	03/27/2018	\$457.19	SUPPLIES	55870	DAVID C. MYSZA
577366	03/27/2018	\$179.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
577367	03/27/2018	\$8,200.00	CONTRACT SERVICES	1619	CAT TRACKING INC.
577368	03/27/2018	\$4,356.38	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
577369	03/27/2018	\$12,123.00	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY, INC.
577370	03/27/2018	\$173.02	MACHINERY & EQUIPMENTS	61460	ENTRUST RESOURCES
577371	03/27/2018	\$382.25	SUPPLIES	38020	FLEET PRIDE, INC.
577372	03/27/2018	\$14,916.67	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
577373	03/27/2018	\$137.15	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
577374	03/27/2018	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
577375	03/27/2018	\$546.13	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
577376	03/27/2018	\$248.35	VEHICLE MAINTENANCE/EXPENSES	9470	GRAINGER, INC.
577377	03/27/2018	\$1,640.84	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
577378	03/27/2018	\$738.53	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
577379	03/27/2018	\$710.00	EDUCATION REIMBURSEMENT	2008	JOHN KESTERSON
577380	03/27/2018	\$6,414.00	CONTRACT SERVICES	1902	MATRIX CONSULTING GROUP, LTD.
577381	03/27/2018	\$18,049.07	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA, INC
577382	03/27/2018	\$4,500.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
577383	03/27/2018	\$31,065.80	MACHINERY & EQUIPMENTS	1845	MYVAR, LLC
577384	03/27/2018	\$22,618.04	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
577385	03/27/2018	\$220.02	SUPPLIES	26500	PALARDY & MILLER AUTOBODY

577386	03/27/2018	\$236.04	CONTRACT SERVICES	53520	PRAXAIR
577387	03/27/2018	\$57.13	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
577388	03/27/2018	\$350.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
577389	03/27/2018	\$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
577390	03/27/2018	\$229.42	SUPPLIES	1937	SHI INTERNATIONAL CORP.
577391	03/27/2018	\$3,512.16	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
577392	03/27/2018	\$379.50	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
577393	03/27/2018	\$3,006.54	CONTRACT SERVICES	20070	UC REGENTS
577394	03/27/2018	\$240.73	SUPPLIES	45120	ULINE
577395	03/27/2018	\$1,067.42	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
577396	03/27/2018	\$3,432.14	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
577397	03/27/2018	\$800.00	SAFETY PROGRAM	803	CITY OF CULVER CITY
577398	03/29/2018	\$300.00	TRAINING	56630	LOS ANGELES COUNTY POLICE CHIEFS' ASSOCIATION
577399	04/02/2018	\$16.43	SUPPLIES	24200	AAT, INC./ALL AMERICAN TROPHY
577400	04/02/2018	\$1,854.96	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
577401	04/02/2018	\$1,292.40	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577402	04/02/2018	\$602.25	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
577403	04/02/2018	\$6,054.21	UTILITY SERVICES	39550	AT&T
577404	04/02/2018	\$3,775.75	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
577405	04/02/2018	\$1,286.02	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577406	04/02/2018	\$1,281.79	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577407	04/02/2018	\$69.95	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577408 (VOID)	04/02/2018	\$2,355.75	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
577409	04/02/2018	\$64.60	UTILITY SERVICES	36610	CITY OF PICO RIVERA
577410	04/02/2018	\$384.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
577411	04/02/2018	\$10,671.98	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
577412	04/02/2018	\$844.58	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
577413	04/02/2018	\$17,261.85	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
577414	04/02/2018	\$6,459.83	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
577415	04/02/2018	\$2,307.61	UTILITY SERVICES	526	T-MOBILE USA, INC.
577416	04/02/2018	\$90.45	UTILITY SERVICES	526	T-MOBILE USA, INC.
577417	04/02/2018	\$3,180.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA

577418	04/02/2018	\$2,726.73	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
577419	04/02/2018	\$3,720.60	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
577420	04/02/2018	\$75.00	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
577421	04/03/2018	\$1,083.84	CARPPOOL INCENTIVE	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
577422	04/04/2018	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS, INC.
577423	04/04/2018	\$1,270.19	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
577424	04/04/2018	\$411.72	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
577425	04/04/2018	\$578.80	UTILITY SERVICES	38380	AT&T
577426	04/04/2018	\$53.75	UTILITY SERVICES	39550	AT&T
577427	04/04/2018	\$29.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577428	04/04/2018	\$46.04	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577429	04/04/2018	\$281.37	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
577430	04/04/2018	\$266.02	CONTRACT SERVICES	36870	CINTAS CORPORATION
577431	04/04/2018	\$406.57	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
577432	04/04/2018	\$548.76	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
577433	04/04/2018	\$10,233.76	WATER PURCHASE RESALE	4760	MONTEBELLO LAND & WATER CO.
577434	04/04/2018	\$10,465.50	CONTRACT SERVICES	1658	GOVERNMENT STAFFING SERVICES, INC./MUNITEMPS
577435	04/04/2018	\$241.08	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
577436	04/04/2018	\$588.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
577437	04/04/2018	\$42,331.48	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
577438	04/04/2018	\$24,547.48	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
577439	04/04/2018	\$456.31	UTILITY SERVICES	23610	VERIZON WIRELESS
577440	04/04/2018	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
577441	04/04/2018	\$7,090.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
577442	04/04/2018	\$38,235.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
577443	04/04/2018	\$5,343.00	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
577444	04/04/2018	\$28,898.76	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
577445	04/04/2018	\$2,035.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
577446	04/04/2018	\$21,355.04	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
577447	04/04/2018	\$1,980.63	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
577448	04/04/2018	\$14,345.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
577449	04/04/2018	\$472.24	CONTRACT SERVICES	27170	BEVERLY HOSPITAL

577450	04/04/2018	\$985.45	SUPPLIES	45580	BISHOP SUPPLY COMPANY, INC.
577451	04/04/2018	\$646.00	CONTRACT SERVICES	1170	BRIGADE PEST MANAGEMENT
577452	04/04/2018	\$21,129.86	CONTRACT SERVICES	52070	TOM CAMACHO
577453	04/04/2018	\$250.00	GENERAL GOVERNMENT	2013	SANDRA CARLISLE
577454	04/04/2018	\$2,420.00	CONTRACT SERVICES	1303	CERTIFIED ROOFING APPLICATORS, INC.
577455	04/04/2018	\$3,240.00	ADVANCED DISABILITY	896	MICHAEL CHANCE
577456	04/04/2018	\$7,507.95	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
577457	04/04/2018	\$275.00	CONTRACT SERVICES	34230	PHIL CULBERTSON
577458	04/04/2018	\$453.00	PERMITS AND FEES	950	CUMMINS PACIFIC, LLC
577459	04/04/2018	\$250.00	REFUND	2009	CYNTHIA DIETZE
577460	04/04/2018	\$6,147.01	CONTRACT SERVICES	70850	E.M. OIL TRANSPORT INC.
577461	04/04/2018	\$1,665.67	VEHICLE MAINTENANCE/EXPENSES	1592	ELLSWORTH TRUCK & AUTO MACHINING
577462	04/04/2018	\$2,893.48	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
577463	04/04/2018	\$99,695.14	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
577464	04/04/2018	\$625.57	SUPPLIES	29160	FORD OF MONTEBELLO
577465	04/04/2018	\$574.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL., INC
577466	04/04/2018	\$1,093.76	VEHICLE MAINTENANCE/EXPENSES	40150	GENUINE PARTS COMPANY
577467	04/04/2018	\$1,657.87	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
577468	04/04/2018	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
577469	04/04/2018	\$51.94	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
577470	04/04/2018	\$3,000.00	CONTRACT SERVICES	1960	JOE A. GONSALVES & SON
577471	04/04/2018	\$57.00	REFUND	2016	RITA GONZALEZ
577472	04/04/2018	\$181.92	SUPPLIES	9470	GRAINGER, INC.
577473*	04/04/2018	\$813.06	SUPPLIES	1970	GREAT LAKES SPORTS
577474*	04/04/2018	\$215.21	SUPPLIES	1961	HARRINGTON INDUSTRIAL PLASTICS LLC.
577475	04/04/2018	\$3,008.42	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
577476	04/04/2018	\$4,760.88	CONTRACT SERVICES	16520	I.D.R., INC.
577477	04/04/2018	\$2,762.00	DUES	28160	INDEPENDENT CITIES ASSOCIATION
577478	04/04/2018	\$547.83	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
577479	04/04/2018	\$930.00	CONTRACT SERVICES	993	IVA SOLUTIONS, INC.
577480	04/04/2018	\$18.48	CONTRACT SERVICES	75430	TEXTRON INC.
577481	04/04/2018	\$150.00	TRAINING	35540	BRAD KELLER

577482	04/04/2018	\$2,853.14	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
577483	04/04/2018	\$652.63	SUPPLIES	1940	LINCO CASTERS
577484	04/04/2018	\$1,167.54	VEHICLE MAINTENANCE/EXPENSES	1153	LITTLEJOHN - REULAND CORPORATION
577485	04/04/2018	\$2,150.00	CONTRACT SERVICES	47110	LM SYSTEMS
577486	04/04/2018	\$2,465.17	VEHICLE MAINTENANCE/EXPENSES	585	KENNEY HOLDINGS, LLC/LOS ALAMITOS AUTO PARTS
577487	04/04/2018	\$54.00	CONTRACT SERVICES	147	LOS ANGELES COUNTY AUDITOR CONTROLLER
577488	04/04/2018	\$410.14	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
577489	04/04/2018	\$24,000.00	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
577490	04/04/2018	\$643.91	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
577491	04/04/2018	\$4,000.00	CONTRACT SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC
577492	04/04/2018	\$3,740.00	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
577493	04/04/2018	\$250.00	REFUND	2010	MONTEBELLO YOUTH FOOTBALL ASSOCIATION
577494	04/04/2018	\$16,000.46	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
577495	04/04/2018	\$238.49	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
577496	04/04/2018	\$4,501.15	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
577497	04/04/2018	\$202.92	VEHICLE MAINTENANCE/EXPENSES	70710	NIVEL PARTS & MFG CO., LLC
577498	04/04/2018	\$750.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
577499	04/04/2018	\$499.68	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN
577500	04/04/2018	\$167.93	CONTRACT SERVICES	53520	PRAXAIR
577501*	04/04/2018	\$3,410.00	MACHINERY & EQUIPMENTS	1993	PRO SYSTEMS INC.
577502	04/04/2018	\$250.00	REFUND	2014	HERMELINDA RENDON
577503	04/04/2018	\$250.00	REFUND	2018	SONIA J. REYES
577504	04/04/2018	\$73.60	CONTRACT SERVICES	51460	RIO HONDO COMMUNITY COLLEGE
577505	04/04/2018	\$289.35	VEHICLE MAINTENANCE/EXPENSES	52940	S & A ENGINE, INC.
577506	04/04/2018	\$3,585.35	CONTRACT SERVICES	1225	SALDANA LANDSCAPE INC.
577507	04/04/2018	\$250.00	DUES & SUBSCRIPTIONS	3710	SAN GABRIEL VALLEY POLICE CHIEF'S ASSOC.
577508	04/04/2018	\$2,169.93	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
577509	04/04/2018	\$616.00	CONTRACT SERVICES	36350	SHRED-IT USA
577510	04/04/2018	\$9,454.04	CONTRACT SERVICES	36290	SIEMENS INDUSTRY INC.
577511	04/04/2018	\$1,749.56	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
577512	04/04/2018	\$1,650.67	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
577513	04/04/2018	\$1,018.36	SUPPLIES	17650	SIMPLOT PARTNERS

577514	04/04/2018	\$300.00	TRAVEL & MEETINGS	24280	MARTIN SOLANO
577515	04/04/2018	\$4,487.40	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
577516	04/04/2018	\$744.00	GENERAL	45630	SOUTHERN CALIFORNIA EDISON
577517	04/04/2018	\$417.33	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
577518	04/04/2018	\$308.52	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
577519	04/04/2018	\$500.00	CONTRACT SERVICES	71790	YOLANDA GELLIS/TRUTH BE TOLD POLYGRAPH
577520	04/04/2018	\$475.43	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
577521	04/04/2018	\$4,880.00	CONTRACT SERVICES	1166	TURF TEAM INC.
577522	04/04/2018	\$8,148.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
577523	04/04/2018	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
577524	04/04/2018	\$1,251.56	SUPPLIES	59290	UNIVAR USA INC.
577525	04/04/2018	\$1,486.96	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
577526	04/04/2018	\$154.61	TRAINING	1846	CHRISTOPHER WARREN
577527	04/04/2018	\$1,276.51	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
577528	04/04/2018	\$750.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
577529	04/04/2018	\$346.30	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
577530	04/04/2018	\$7,147.70	CONTRACT SERVICES	22290	WESTERN ALLIED CORPORATION
577531	04/04/2018	\$260.17	SUPPLIES	67320	WINZER CORPORATION
577532	04/04/2018	\$490.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO/WRITERANNE
577533	04/04/2018	\$70.00	REFUND	2006	KEVIN YU

Total	\$830,260.59
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6093 - Successor Agency

1388	04/04/2018	\$2,992.27	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
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Total	\$2,992.27
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* Pursuant to Resolution #17-40 - Any new contract not submitted for approval by the City Council the first time a payment for any such contract is listed on a warrant register.

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

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Romero called the meeting to order at the hour of 5:25 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Barajas, Hadjinian, Delgado, Molinari, Romero
MEMBERS ABSENT: None
STAFF PRESENT: City Attorney Alvarez-Glasman
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
- 6. PUBLIC ORAL COMMUNICATIONS**

OPEN SESSION

7. HILTON GARDEN INN MANAGEMENT AGREEMENT WITH HOTEL ADVENTURES LLC

Brad Perrin stated that his management team would be making various presentations.

Amy Tassio and Logan Fricke gave presentation on the hotel.

Mike Kremer gave a presentation regarding the hotel financeing

Don Hunt, Bond Counsel, Norton Fulbright, spoke about items in the draft management agreement.

Mayor Romero stated that she would like the City to monitor the hotel cash flow.

James Flournoy spoke about the hotel and CPI increases.

Linda Nicklas asked about the City collecting parking fees from the Quiet Cannon.

Yvette Fimbres shared quotes from residents and stated opposition to the approval of the management agreement with the Hilton Garden Inn.

City Attorney Alvarez-Glasman stated that the City does not have to go out to bid because of a previous agreement with the City.

Councilmember Delgado stated that the City will continue to be vigilant in monitoring the hotel budget and thanked everyone for their presentations.

Mayor Romero asked about the CPI rate and asked why the management fees hadn't been paid.

Mayor Pro Tem Molinari moved, seconded by Mayor Romero to holdover for several months. Motion withdrawn.

Mayor Pro Tem Molinari moved, seconded by Mayor Romero to (1) amend amount of contract to \$450,000,(2) remove the CPI language, (3) change contract temrs to a 5-year contract with two 5-year options, and (4) remove the “sign” language. Motion failed 2-3 as follows:

AYES: Molinari, Romero

NOES: Barajas, Hadjinian, Delgado

Councilmember Hadjinian moved, seconded by Councilmember Delgado that the City Council: (1) approve a Hotel Operations, Management, and Maintenance Agreement (“Agreement”) with Hotel Adventures, LLC, (“HALLC”) for the management of the Hilton Garden Inn, in substantially the form as presented, with the final Agreement subject to the review and approved by the City Attorney; and (2) authorize the Mayor to execute the Agreement in final form. Motion carried 3-1-1- as follows:

AYES: Hadjinian, Delgado, Barajas

NOES: Molinari

ABSTAIN: Romero

CLOSED SESSION

Mayor Romero recessed the meeting into Closed Session at the hour of 8:27 p.m. At the hour of 9:33 p.m., Mayor Romero reconvened the regular meeting.

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

8. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Government Code Section 54967

Title: Director of Community Development

Title: Interim City Manager

No final action, direction was provided.

9. PUBLIC EMPLOYEE DISMISSAL/DISCIPLINE/RELEASE

Government Code Section 54957(b)(1)

No final action, direction was provided.

ADJOURNMENT

Upon motion carried unanimously, Mayor Romero adjourned the meeting at the hour of 9:34 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of November 29, 2017 were approved as written on April 11 2018.

IRMA BARJAS, City Clerk

MINUTES

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

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Romero called the meeting to order at the hour of 4:10 p.m.
2. **ROLL CALL:** Deputy City Clerk Guzman
MEMBERS PRESENT: Hadjinian, Delgado, Molinari, Barajas, Romero
STAFF PRESENT: City Attorney Alvarez-Glasman
3. **INVOCATION:** Mayor Romero
4. **PLEDGE OF ALLEGIANCE:** Gil Espino
5. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
6. **PUBLIC ORAL COMMUNICATIONS ON CLOSED SESSION ITEM**

None.

Mayor Romero recessed the meeting into Closed Session to discuss the following item. At the hour of 6:23 p.m., Mayor Romero reconvened the meeting.

CLOSED SESSION

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

7. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
Government Code Section 54957
Title: Acting City Manager

All Councilmembers were present. Councilmember Delgado stepped out of the meeting at 6:00 p.m. Direction was give to negotiate an agreement. No reportable action, nothing further to report.

ADJOURNMENT

Upon motion carried unanimously, Mayor Romero adjourned the meeting at the hour of 6:25 p.m., in honor of the Firefighters battling fires at this time.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 5, 2017, were approved as written on April 11, 2018.

IRMA BARAJAS, City Clerk

MINUTES

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

1. **CALL MEETING TO ORDER:** Mayor Romero called the meeting to order at the hour of 5:40 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Delgado, Molinari, Barajas, Hadjinian, Romero
STAFF PRESENT: City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
4. **PUBLIC ORAL COMMUNICATIONS ON CLOSED SESSION ITEM**

None.

Mayor Romero recessed the meeting into Closed Session at the hour of 5:41 p.m. Mayor Romero reconvened the meeting. At the hour of 6:59 p.m.

CLOSED SESSION

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

All Councilmembers were present.

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(a)
Two (2) Matters (all related cases): 1. *Montebello Unified School District v. County of Los Angeles, et al.* – Case No. BS127286, 2. *Los Angeles Community College District v. County of Los Angeles, et al.* – Case No. BS130308

A briefing was provided to City Councilmembers. Direction was provided to the City Attorney regarding possible resolution. Matter will be brought back to the next scheduled Council meeting.

6. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: M. Bergman v. City of Montebello

Direction was provided to Special Counsel. Nothing further to report.

ADJOURNMENT

Upon motion carried unanimously, Mayor Romero adjourned the meeting at the hour of 7:00 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of December 13, 2017 were approved as written on April 11, 2018.

IRMA BARAJAS, City Clerk