CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA[1] [1[2]]
WEDNESDAY, AUGUST 26, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager	**Arlene Salazar**
Fire Chief	**Fernando Pelaez**
Police Chief	**Brad Keller**
Director of Finance	**Michael Solorza**
Director of Human Resources	**Nicholas Razo**
Director of Planning/Community Development	**Joseph Palombi**
Director of Public Works	**James Enriquez**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**Young-Gi Kim Harabedian**

OPENING CEREMONIES

1. CALL MEETING TO ORDER: **Mayor Melendez**

2. ROLL CALL: **City Clerk I. Barajas**

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[1] *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II1203). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.*

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

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

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday August 26, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, August 26, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
Multiple matters of anticipated litigation

5. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

REGULAR SESSION - 6:30 P.M.

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

10. 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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday August 26, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, August 26, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

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

12. APPROVAL OF AGENDA: Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 13, 14, 15, 16 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

13. PUBLIC HEARING: ADOPT ORDINANCE AMENDING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE ESTABLISHING LOCAL REGULATIONS FOR SIDEWALK VENDORS AND SET FEES

RECOMMENDATION: It is recommended that the City Council:

1) Review and adopt an ordinance amending chapter 5.40 of the Montebello Municipal Code establishing local regulations for sidewalk vendors; and

2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and

3) Establish a regulatory scheme that complies with California Senate Bill 946

14. PUBLIC HEARING CONCERNING THE FIVE-YEAR 2020-2025 CONSOLIDATED PLAN FOR THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE 2020-2021 ANNUAL ACTION PLAN, THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND THE CITIZEN PARTICIPATION PLAN

RECOMMENDATION: It is recommended that the City Council:

Receive public input and provide direction to Staff on the Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments, and Citizen Participation Plan, and;

1) Amend the Fiscal Year 2020-21 adopted budget by approving appropriations in Fund 255 (Community Development Block Grant) in a total amount of $1,970,964 and Fund 260 (HOME) in a total amount of $402,170, and;

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

15. PUBLIC HEARING: APPROVE THE ISSUANCE OF QUALIFIED 501(C)(3) BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6586.5

RECOMMENDATION: It is recommended that the City Council: conduct a public hearing and adopt a Resolution:

1) Rescinding City Council Resolution No. 20-44 to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately $160,000,000 for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation;

2) Approving and making the Finding of Significant Public Benefit for the Issuance and Sale of Qualified 501(c)(3) Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California medical professional corporation pursuant to California Government Code Section 6586.5; and

3) Take such additional and/or related action that may be necessary.

16. PUBLIC HEARING: ADOPTION OF ORDINANCE APPROVING DEVELOPMENT AGREEMENT (DA01-20) BETWEEN THE CITY OF MONTEBELLO AND BECKER BOARDS SMALL LLC FOR PROPERTY AT 7653 TELEGRAPH ROAD.

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Negative Declaration prepared in connection with the replacement of an existing double-faced static billboard with an enhanced double-faced static digital billboard located at 7653 Telegraph Road; and

2) Introduce and waive first reading of the Ordinance approving a Development Agreement (DA01-20) by and between the City of Montebello and Becker Boards Small LLC; and

3) Take such additional and/or related action that may be desirable.

CONSENT MATTERS

17. URGENCY ORDINANCE OF THE CITY OF MONTEBELLO AMENDING TITLE 12 OF THE CITY OF MONTEBELLO MUNICIPAL CODE ADDING SECTION 12.30 ENTITLED "AGGRESSIVE PANHANDLING IN UNAUTHORIZED AND UNSAFE LOCATIONS"

RECOMMENDATION: It is recommended that the City Council:

It is recommended that City Council introduce and waive first reading of ordinance of the City of Montebello amending Title 12 of the Montebello Municipal Code adding Section 12.30 entitled "Aggressive Panhandling and Panhandling in Unauthorized and Unsafe Locations".

It is recommended that City Council determine that in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the project is exempt from CEQA because there is no possibility that the activity in question may have a significant effect on the environment.

18. FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 12-19

RECOMMENDATION: It is recommended that the City Council:

1) Approve, in substantially the form as presented, one (1) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement No. 12-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2) Condition the approval of the First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than September 30, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and

3) Adopt findings contained herein exempting the First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and

4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

19. FISCAL YEAR 2020-21 CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT PRESENTATION AND BUDGET ADOPTION

RECOMMENDATION: It is recommended that the City Council:

1) Review and approve the Capital Improvement Program (CIP) project list, and;

2) Amend the Fiscal Year 2020-21 budget by adopting the capital budget and the project budget amounts listed on Exhibit A and Exhibit B, totaling $41,112,071.

20. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3756 – GOLF COURSE MANAGEMENT

RECOMMENDATION: It is recommended that the City Council:

1) Approve the First Amendment to Agreement No. 3756 for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course with S&S LaBarge Golf, Inc.; and

2) Authorize the City Manager to execute an amendment on behalf of the City.

21. AWARD A PROFESSIONAL SERVICES CONTRACT FOR GOLF COURSE MAINTENANCE AT THE MONTEBELLO GOLF COURSE

RECOMMENDATION: It is recommended that the City Council:

1) Award a Professional Services Agreement to Antares Golf, LLC in an amount not-to-exceed $947,196 annually for the initial year of a five-year (5-year) term for Golf Course maintenance at the Montebello Golf Course; and

2) Authorize the City Manager to execute an agreement on behalf of the City.

22. RESOLUTION FINDING THAT REQUIREMENTS PURSUANT TO CALIFORNIA PUBLIC UTILITIES CODE SECTION 10061 FOR THE SALE OF THE PORTIONS OF THE CITY OF MONTEBELLO WATER SYSTEM LOCATED OUTSIDE ITS BOUNDARIES HAVE BEEN MET

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council adopt a Resolution finding that requirements pursuant to California Public Utilities Code Section 10061 for the sale of the portions of the City of Montebello Water System located outside its boundaries have been met.

23. RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE, CLEAN WATER PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council adopt a Resolution approving and authorizing the City Manager to execute the Los Angeles Region Safe, Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District (LACFCD).

24. APPROVE CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH GENTRY BROTHERS, INC. FOR C.P. # 866 – BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT FROM WILCOX AVENUE TO MONTEBELLO BOULEVARD

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council approve Change Order No. 2, in the amount not-to-exceed $200,000, to the construction contract with Gentry Brothers, Inc. (GBI) for C.P. # 866 – Beverly Boulevard Street Improvements Project ("the Project") from Wilcox Avenue to Montebello Boulevard. The total contract amount increases to $1,267,601.

25. UPDATE TO COMPENSATION PLAN RESOLUTION

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council review and adopt an amended resolution adopting the compensation plan and table of organization, specifically updating the salary range for "Risk Manager."

26. AUTHORIZE THE CITY MANAGE TO AMEND THE TERM OF THE CONTRACT WITH LIVE-ASSIST, INC. VENDOR FOR PARAMEDIC SUPPLIES TO ADD ONE-YEAR

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute the one-year term option to extend the Life Assist, Inc. Vendor Agreement (Amendment No. 1); and

2) Authorize the total contract expenditures total not-to-exceed $70,000 to account for additional need for Personal Protective Equipment (PPE) and other medical supplies, and;

3) Take such additional, related, action that may be desirable

27. AUTHORIZATION TO ENTER INTO REGIONAL HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT WITH THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST FOR THE DEVELOPMENT OF HOUSING PROJECTS

RECOMMENDATION: It is recommended that the City Council:

4) Authorize the City Manager to enter into a Regional Housing Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) established by the San Gabriel Valley Council of Governments; and

5) Approve the Agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) for the purpose of providing funding for the planning and construction of homeless housing and low-income housing for the City of Montebello; and

6) Amend the Fiscal Year 2020-21 budget by increasing appropriations by $20,000 in the Housing Successor Agency Fund (Account No. 810-99-960-6030, SGVRHT, Dues and Subscriptions), and;

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

28. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO OBTAIN FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Adopt a Resolution authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.

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

29. ADOPT A RESOLUTION APPROVING A SYSTEM SAFETY PLAN FOR MONTEBELLO BUS LINES

RECOMMENDED ACTION: It is recommended that the City Council:

1) Adopt a Resolution approving the City of Montebello to implement a new System Safety Plan for Montebello Bus Lines (MBL).

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

30. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED AUGUST 26, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated August 26, 2020.

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

RECOMMENDED ACTION: It is recommended that the City Council:

Approve the minutes as written.

32. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

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

ADJOURNMENT

NOTES

ITEM #13

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Adopt Ordinance Amending Chapter 5.40 of the Montebello Municipal Code establishing local regulations for Sidewalk Vendors and Set Fees**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that City Council

1) Review and adopt an ordinance amending chapter 5.40 of the Montebello Municipal Code establishing local regulations for sidewalk vendors; and

2) Set fees appropriate to cover administrative costs related to the activities as well as provide for an annual renewal process; and

3) Establish a regulatory scheme that complies with California Senate Bill 946

BACKGROUND

Senate Bill No. 946 (SB 946) was approved by Governor Jerry Brown on September 17, 2018. SB 946 prohibits a city, including a charter city, from regulating "sidewalk vendors" except in accordance with the provisions of SB 946 (codified as Government Code Sections 51036-51039). SB 946 went into effect on January 1, 2019, after which a city is prohibited from citing, fining, or prosecuting a sidewalk vendor for a violation of any rule or regulation that is inconsistent with SB 946. SB 946 defines a "sidewalk vendor" as "a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path."

Specifically, under SB 946 a City may not prohibit or restrict the following:

- Prohibit sidewalk vending activities in the City.

- Require a sidewalk vendor to operate within specific parts of the right-of-way (ROW), except when that restriction is directly related to objective health, safety, or welfare concerns.
- Restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the City, unless the restriction is directly related to objective health, safety, or welfare concerns.
- Restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.
- Impose administrative citations for violations of sidewalk vending ordinances and regulations—SB 946 does not allow criminal penalties but allows administrative fines for violations of sidewalk vending regulations.

However, a city may adopt a local ordinance regulating the time, place, and manner of sidewalk vending if those regulations are directly related to objective health, safety, or welfare concerns.

The City currently prohibits street vending through various provisions of the Montebello Municipal Code (MMC), which among other things, prohibits foot or pushcart vendors from selling any food item on public streets or sidewalks.

These regulations conflict with the requirements of SB 946, and accordingly were invalid and unenforceable as of January 1, 2019. Accordingly, without approval of the Ordinance (as may be modified by City Council direction), the City will lack enforceable local regulations addressing the operation of the sidewalk vendors in or upon the City ROW and parks.

If unregulated, City staff believes that sidewalk vending poses a likelihood of creating negative impacts on the health, safety and welfare of the community, including but not limited to: illegal sales; exposure to food-borne disease from unlicensed vendors; unsanitary conditions; public hazards from trash and debris; overcrowded sidewalks impeding the free flow of pedestrian movement; inconsistency with the federal American with Disabilities Act of 1990; and line-of-sight obstruction from vehicles and pedestrians traversing the ROW.

In addition to these general concerns, there are specific areas in the City that experience high pedestrian and vehicular traffic volumes because of their proximity to business and attractions. In these areas, the operation of sidewalk vending activities would unduly burden the free flow of traffic, exacerbate existing traffic safety concerns, and cause overcrowding of the public ROW.

Staff also has significant concerns that the operation of sidewalk vending activities located next to certain City receptacles, or in close proximity to certain public amenities located in the public ROW, would similarly create over-congestion, detract from the germane purpose of the subject property or city, or otherwise create a risk to the property or safety of the public. In accordance with Government Code Sections 65867, 65090 and 65091 notice to the community was provided on August 18, 2020 regarding the Notice of Public Hearing.

Proposed Ordinance

To address these concerns, staff is submitting the attached Ordinance for City Council consideration and approval. The proposed ordinance would make it unlawful for any person to engage in sidewalk vending activities in the following locations (unless approved by the Planning and Community Development Director):

- At any public property that is not a sidewalk or pathway;
- Within areas zoned for residential purposes—excluding roaming sidewalk vending;
- Within the City designated "Downtown Corridor"
- Within any area designated as a commercial center including but not limited to;
    - "The Shops at Montebello", "The Mart", "The Plaza", "Towne Square", "Greenwood Center", "Garmar Plaza", "Mart of Montebello", "Downtown Plaza"
- Within five hundred (500) feet of the following:
    - An area with a City issued temporary use special permit;
    - Civic Center, City Hall, any park, any police station, any fire station, or any City Facilities including but not limited to the Quiet Cannon and the Golf Course;
    - Any public or private school, or day-care between 6:00 a.m. and 6:00 p.m.;
    - Place of assembly or worship one hour before and one hour after an event;
    - A certified farmer's market;
    - An area where police, firefighter, or emergency medical personnel are actively performing duties;
- Within fifty (50) feet of any of the following:
    - public picnic area;
    - public community center, athletic field, softball/baseball diamond, basketball court, handball court, pickleball court, tennis court, soccer field, or volleyball court; or
    - public restroom; or
    - another sidewalk vendor.

- Within ten (10) feet of any of the following:
    - a marked crosswalk;
    - the curb return of an unmarked crosswalk;
    - fire hydrant, fire call box, or other emergency receptacle;
    - bus bench;
    - transit or bus shelter;
    - driveway or driveway apron;
    - curb which has been designated as white, yellow, green, blue, or red zone;
    - ATM or other vending machine;
    - any driveway; or entrance or exit to a building, structure or facility; or
    - bike rack.
- Within ten (10) feet ahead, and forty-five (45) feet to the rear, of a sign designated a bus stop;
- Within five (5) feet of an area improved with lawn, flowers, shrubs, trees, or street tree wells; or an outdoor dining or patio dining area;
- Stationary sidewalk vendors shall not engage in any sidewalk vending activities:
    - on any sidewalk or pathway that is not a minimum width of eight (8) feet, or;
    - at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire;
- In or on the median of any street, road, or highway;
- In or immediately adjacent to areas designed for parking, bus, and stopping/loading zones, areas where sidewalk vending would block manholes, utility access points and/or vents;
- In areas where sidewalk vending would result in violation of applicable law (including Americans with Disabilities Act);
- Areas where sidewalk vending would or could result in reasonably foreseeable danger to the safety of persons or property

<u>Permit Requirements</u>

The ordinance would also prohibit persons from engaging in sidewalk vending activities without first applying for, being issued, and maintaining (1) a sidewalk vending permit from the City; (2) a business license; and (3) any other permits required by law. Applications would be in writing and include – among other things – an applicant's personal identification information, photograph, business/residence address, a criminal history check, intended days/hours of operation, description of items to be sold, proof of insurance—among other information.

Under the ordinance, a person, company, or entity may possess no more than one sidewalk vending permit and each permit allows either roaming or stationary sidewalk vending only—not both.

Applicants who have been convicted in the last three (3) years of a felony or misdemeanor offense constituting a crime of moral turpitude or any offense listed under Title 9 of the California Penal Code titled "Of Crimes Against the Person Involving Sexual Assault, and Crimes Against Public Decency and Good Morals" are disqualified from being issued a permit.

Issuance of Permit

Permits would be issued within thirty (30) calendar days of receipt so long as the applicant submits a complete application and meets all the requirements/conditions. The term of the permit is for twelve (12) months from the date of issuance.

Permit Application Fee

Applications for a sidewalk vending permit, or renewals thereof, would be accompanied by a one-time, non-refundable application fee. Staff has conducted a comprehensive fee study (Attachment B) and suggests a Sidewalk Vending Permit with a flat fee of one hundred and fifty dollars ($150). Applicants will also be required to apply for and annually renew a City business license at an annual cost of $80 – or whatever the current business license fee is as updated at a future date. Aside from City required permits, applicants will also be required to maintain applicable State and County permits. In reviewing the costs of surrounding cities (Attachment B), the proposed fees ($150 one-time Sidewalk Vending Permit and annual business license – currently set a $80) is reasonable.

Regulation of Sidewalk Vendors, Receptacles and Activities

The ordinance requires sidewalk vendors to, at all times, comply with the following requirements, among others detailed in the proposed ordinance:

- Indemnify the City and maintain liability insurance;
- Vendors must have their permits on display at all times;
- Possess a Public Health Permit from the County of Los Angeles;
- Vendors must operate in compliance with all applicable laws;
- Food vendors shall store food vending receptacles at a commissary;
- Vendors may not leave their vending receptacles unattended at any time;
- Vending activities are prohibited between the hours of 10:00 p.m. and 7:00 a.m.;
- Vendors must allow officials performing in such capacities to inspect their vending receptacles, permits;

- Vendors must ensure customer lines do not block the flow of pedestrian or vehicular traffic;
- Vendors must comply with noise, waste management, signage/advertisement;
- Vendors must maintain at least a four (4) foot-wide area that is free and clear from obstruction;
- Vendors shall comply with MMC noise regulations and shall have no sound amplification or generating equipment other than a 2" maximum diameter bell;
- Vendors shall maintain a trash container in or on the sidewalk vending receptacle, and immediately clean up any food, waste, grease or other fluid or item related to sidewalk vending activities;
- Vendors shall not discharge any fluids, liquids, grease, or hazardous materials;
- Maintain a ten (10) foot area immediately surrounding the sidewalk vending receptacle free and clear from trash, litter, and debris;
- Maximum size restrictions on the carts or receptacles used for sidewalk vending activities;
- Vendors shall not use any electrical, flashing, or wind powered signs;
- No renting merchandise to customers;
- No selling alcohol, cannabis, tobacco, or adult oriented material; and
- No use of propane, natural gas, batteries, electrical outlets, or generators.

Penalties and Violations

Violators would be subject to administrative citations and/or fines, and revocation of their permits, as set forth in the ordinance. SB 946 caps the administrative fines and penalties that may be levied at $100, $200, and $500 for violations of the ordinance. For vending without a street vending permit, violators are subject to fines of $250, $500, and $1,000.

Permit Denial, Revocation

Sidewalk vending permits would be subject to revocation for the grounds detailed in the Ordinance, following notice and a public hearing before the City Council.

Appeals of Administrative Citations

As required by SB 946, persons issued an administrative citation would be able to request an ability-to-pay determination by the City, or contest the violation, by completing a request for hearing form and returning to the City before a hearing officer. A recipient of an administrative citation will also be able to seek a hardship waiver.

FISCAL IMPACTS

The proposed ordinance is not anticipated to have any significant expenditure impact to the City of Montebello beyond general staffing and enforcement costs. Depending on the number of permits approved, there will be some additional revenue to the General Fund from the one-time Sidewalk Vendor permits and annual Business License renewals. Staff will monitor the volume of sidewalk vendor permits and adjust revenue as necessary to account for the additional activity.

SUMMARY

The adoption of the proposed ordinance will provide City Staff and Police Officers additional tools to monitor and regulate sidewalk vendors as well as set appropriate fees for sidewalk vendors. This ordinance will ensure that the City of Montebello complies with State legislation while maintaining the community safe and healthy.

ATTACHMENTS

A. Ordinance
B. Preliminary Fee Study
C. Notice of Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REPEALING AND REPLACING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE AND CREATING A PROGRAM TO REGULATE AND PERMIT SIDEWALK VENDING PURSUANT TO CALIFORNIA SENATE BILL 946

WHEREAS, on September 17, 2018, California Governor Edmund Gerald Brown signed Senate Bill ("SB") 946 into law, which regulates sidewalk vendors throughout the state including within the City of Montebello ("City");

WHEREAS, SB 946 took effect January 1, 2019, and limits the authority of the City to regulate sidewalk vendors, except as provided under California Government Code Sections 51038 and 51039;

WHEREAS, the Montebello Municipal Code ("MMC") currently prohibits or limits the activities of sidewalk vendors, which places the MMC in conflict with SB 946;

WHEREAS, the City Council adopts this ordinance under the authority of SB 946 and the City Council finds the regulations and requirements provided in this ordinance are directly related to the City's objective in protecting the health, safety and welfare of its residents, businesses, and visitors;

WHEREAS, the City Council finds this ordinance regulates the time, place, and manner of sidewalk vending, as specified, to address health, safety, and welfare concerns;

WHEREAS, the City Council finds the regulations in this ordinance, including, but not limited to those regulations governing minimum sidewalk widths, sidewalk vending receptacle sizes, distance requirements, and food and merchandise storage are necessary to ensure compliance with the federal Americans with Disabilities Act of 1990(Public Law 101-336) and other disability access standards;

WHEREAS, the City Council finds this ordinance is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; and

WHEREAS, the City Council finds this ordinance is necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein as part of the findings for the passage of this Ordinance.

SECTION 2. Chapter 5.40 of the MMC is hereby repealed and replaced by the following:

Chapter 5.40

SIDEWALK VENDING REGULATIONS

Sections:

5.40.010 Purpose and intent
5.40.020 Definitions
5.40.030 Sidewalk vending activities prohibited in designated areas
5.40.040 Permit required
5.40.050 Issuance of permit
5.40.060 Permit application fee
5.40.070 Regulation of sidewalk vendors, receptacle, and activities
5.40.080 Penalties and violations
5.40.090 Permit revocation
5.40.100 Appeals

5.54.010 Purpose and intent

The purpose of this chapter is to establish a sidewalk vendor permitting and regulatory program that complies with Senate Bill 946 (Chapter 459, Statutes 2018). The provisions of this chapter allow the City to encourage small business activities by removing total prohibitions on portable food stands and certain forms of solicitation while still permitting regulation and enforcement of unpermitted sidewalk vending activities to protect the publics' health, safety and welfare.

A. The City Council hereby finds that, to promote the health, safety and welfare, restrictions on sidewalk vending are necessary to avoid negative impacts on the health, safety and welfare of the resident, including, but not limited to, the following:

1. Proliferation of illegal sales;

2. Potential public exposure to food-borne illnesses due to unlicensed vendors and unsanitary conditions;

3. Increase in trash and debris in public rights-of-way;

4. Overcrowded sidewalks impacting safe pedestrian movement;

5. Interference to the performance of police, firefighter, and emergency medical personnel;

6. Disruption to the flow of pedestrian and vehicular traffic including ingress or egress from, any residence, public building, place of business, or from the street to the sidewalk by persons exiting or entering parked or standing vehicles;

7. Mitigate negative impacts to the flow of pedestrian or vehicular traffic, including ingress into, or egress from, any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles;

8. Provide reasonable access for the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, restrooms, trash receptacles, firefighting apparatus, mailboxes, as well as access to locations used for public transportation services;

9. Maximize public access to and along the right-of-way;

10. Reduce exposure to legal liability to the city due to personal injury or claims for damage and litigation due to use of public property; and

11. Protect adult and minor residents from vendors with certain criminal history and background.

B. The city council further finds that the unique characteristics of the city require certain area specific restrictions on sidewalk vending as follows:

1. The Civic Center contains the city's emergency operation center, police stations, fire stations, and other critical infrastructure and equipment. Vending restrictions are necessary to ensure that public safety apparatuses are readily accessible and critical infrastructure is maintained and accessible at all times;

2. Restrictions on sidewalk vending at, in or around parks is necessary to protect the health, safety, and general welfare of those persons engaged in active parks and sports activities as well as spectators of sporting events and park activities;

3. Many of the sidewalks and pathways in the city are under eight feet wide and sidewalk vending in these areas unreasonably interfere with the flow of pedestrians and disrupt the access for persons with disabilities or decrease safety for users of the city's sidewalks; and

4. Due to the close interaction between sidewalk vendors and seniors, children, and residents generally, the restrictions placed on sidewalk vending are intended to protect the health, safety, and general welfare of the public, therefore criminal history investigations are necessary to protect the general public.

5.54.020 Definitions

For the purpose of this chapter, the words, terms, and phrases shall be defined as set forth herein, unless the context clearly indicates a different meaning is intended. Words, terms, and phrases used in this chapter that are not specifically defined shall be construed according to their context and the customary usage of the language.

1. “Certified farmers’ market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agriculture Code and any regulations adopted pursuant to that chapter.

2. “City Facilities” means any facility, including but not limited to any place, amenity, or piece of equipment provided for city of Montebello purposes, that is owned and/or controlled by the city of Montebello.

3. “Civic Center” or “City Hall” means the buildings, facilities, and parking areas located at 1600 W Beverly Blvd, Montebello, CA 90640, including the police station and the appurtenant parking lots.

4. “Director” means the Planning & Community Development Department, or designated representative.

5. “Fire station” means any facility where fire engines and other emergency-related equipment of the Montebello Fire Department are housed.

6. “Food” means any item provided in Health and Safety Code Section 113781, as the same may be amended from time to time.

7. “Golf Course” means the golf course, land, buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.

8. “Heating element” means any device used to create heat for food preparation.

9. “Merchandise” means any item(s) that may be sold and immediately obtained from a sidewalk vendor, which is not considered food.

10. “Park” means public parks owned and/or controlled by the city of Montebello.

11. “Parkway” means that portion of a street or highway, other than the roadway or the sidewalk, and is generally identified as the space between the street and the sidewalk, or street medians.

12. “Pathway” means a paved path or walkway owned by the city or other public entity that is specifically designed for pedestrian travel, other than a sidewalk.

13. “Police station” means any facility where equipment and vehicles of the Montebello Police Department are housed.

14. “Public property” means all property owned or controlled by the city, including, but not limited to, buildings, parks, pathways, parkways, sidewalks, roadways, streets, and parking lots.

15. “Quiet Cannon” means the buildings, facilities, and parking areas located at 901 Via San Clemente, Montebello, CA 90640.

16. “Residential” means any area zoned exclusively as residential in Title 19 of the Montebello Municipal Code, or is designated exclusive for residential use as part of a conditional use permit, planned development permit, specific plan, residential overlay district, or equivalent.

17. “Roadway” means that portion of the street which is improved, designed, or ordinarily used for vehicular travel.

18. “Roaming sidewalk vendor” shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.

19. “Sidewalk” means that portion of the highway or street other than the roadway or parkway, set apart by curbs, barriers, markings, or other delineation which is used principally for pedestrian travel.

20. “Sidewalk vendor” shall mean a person who vends food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance or from one’s person, upon a public sidewalk or other pedestrian path, or such other meaning of such term as may be ascribed by Government Code Section 51036(a) from time to time.

21. “Sidewalk vendor activities” or “sidewalk vending activity” means actions that qualify a person as a sidewalk vendor or actions done in or upon public rights-of-way in anticipation of becoming a sidewalk vendor such as, but not limited to, placement or maintenance of any sidewalk vendor facilities.

22. “Sidewalk vending facilities” or “sidewalk vendor facilities” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending activities.

23. “Sidewalk vendor permit” or “permit” means the permit issued by the director and required prior to any person engaging in sidewalk vending activities in the city.

24. “Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

25. “Swap meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

5.54.030 Sidewalk vending activities prohibited in designated areas

Notwithstanding this chapter and any provisions of the Montebello Municipal Code, it is unlawful for any person to engage in sidewalk vending activities within the following locations or areas within the city:

A. Any public property that does not meet the definition of a sidewalk or pathway, including, but not limited to, any roadway, street, alley, or parking lot.

B. Within any area zoned for residential purposes, provided that roaming sidewalk vending activities operated in compliance with this ordinance shall not be prohibited.

C. Within the City designated “Downtown Corridor”

D. Within any area designated as a commercial center including but not limited to;
- “The Shops at Montebello”, “The Mart”, ”The Plaza”, “Towne Square”, “Greenwood Center”, “Garmar Plaza”, “Mart of Montebello”, “Downtown Plaza”

E.. Within five hundred feet of the following:

1. An area designated for a temporary special permit issued by the city, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the city’s temporary special permit are also provided to a sidewalk vendor permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the city for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes, including, but not limited to, filming, parades, festivals, or outdoor concerts. A prohibition on sidewalk

vendor activities pursuant to this paragraph shall only be effective for the duration of the temporary special permit;

2. Civic Center, City Hall, any park, any police station, any fire station, or any City Facilities including but not limited to the Quiet Cannon and the Golf Course;

3. Any public or private school, or a large or general child day-care facility, between the hours of six a.m. and six p.m.;

4. Any place of assembly or worship, between one hour before and one hour after scheduled event or presentation times;

5. An area designated for a permitted certified farmers' market during the limited operating hours of that certified farmers' market; or

6. Any police officer, firefighter, or emergency medical personnel who are actively performing their duties or providing services to the public.

F.. Within fifty feet of the following:

1. Any public picnic area, playground area or playground equipment; or

2. Any public community center, athletic field, softball/baseball diamond, basketball court, handball court, pickleball court, tennis court, soccer field, or volleyball court; or

3. Public restroom; or

4. Another sidewalk vendor.

G.. Within ten feet of the following:

1. A marked crosswalk;

2. The curb return of an unmarked crosswalk;

3. Fire hydrant, fire call box, or other emergency facility;

4. Bus bench, transit or bus shelter;

5. Driveway or driveway apron;

6. Curb which has been designated as white, yellow, green, blue, or red zone;

7. ATM or other vending machine;

8. Any driveway; or entrance or exit to a building, structure or facility; or

9. Bike rack.

H.. Within ten feet ahead, and forty-five feet to the rear, of a sign designated a bus stop.

I.. Within five feet of an area improved with lawn, flowers, shrubs, trees, or street tree wells; or an outdoor dining or patio dining area.

J. Stationary sidewalk vendors shall not engage in any sidewalk vending activities:

1. On any sidewalk or pathway that is not a minimum width of eight feet; or

2. At any park where the city has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.

K. In or on the median of any street, road, or highway.

L. In or immediately adjacent to any area designed for parking, bus zones, stopping, or loading; or in any location where the sidewalk vending receptacle blocks manholes, utility access points, and/or vents.

M. In any location which the location of the sidewalk vending receptacle, or the operation of sidewalk vending activities, would result in or cause a violation of applicable law, including, but not limited to, the Americans with Disabilities Act.

N. Notwithstanding any specific prohibition in this ordinance, any location or area where the operation of sidewalk vending activities creates a reasonably foreseeable danger to the safety of persons or property.

5.54.040 Permit required

A. No person, either for themselves or any other person, shall engage in any sidewalk vendor activities within the city without first applying for and receiving a permit from the director under this chapter; and maintaining at all times in full force and effect, the sidewalk vending permit, a business license pursuant to Chapter 5.04 of this code, and any other permits, authorizations, or approvals required by law from the city or other governmental agency that is applicable to sidewalk vending activities.

B. Any person wishing to engage in sidewalk vendor activities as defined in this chapter shall file an application with the director on forms approved by the director. Such application shall contain the following information:

1. The name, address, and telephone number of the person applying to become a sidewalk vendor;

2. The name, address, and telephone number of the person who will be in charge of any roaming sidewalk vendors, sidewalk vending activity and/or be responsible for the person(s) working at the sidewalk vending receptacle;

3. The name, address, and telephone number of all persons that will employed as roaming sidewalk vendors or at a sidewalk vending receptacle;

4. The number of sidewalk vending receptacles the sidewalk vendor will operate within the city under the permit;

5. The location(s) in the city where the sidewalk vendor intends to operate;

6. The day(s) and hours of operation the sidewalk vendor intends to operate at such location(s);

7. Whether the vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor and, if roaming, the intended path of travel;

8. The dimensions of the sidewalk vendor's sidewalk vending receptacle(s), including a picture of each sidewalk vending receptacle operating under the permit and any signs that will be affixed thereto;

9. Whether the sidewalk vendor will be selling food, merchandise, or both;

10. If the sidewalk vendor is selling food, a description of the type of food to be sold, whether such foods are prepared on site, whether such foods will require a heating element inside or on the sidewalk vending receptacle for food preparation, and the type of heating element, if any;

11. If the vendor is selling merchandise, a description of the merchandise to be sold;

12. If the vendor is selling food, the name and address of the food commissary in which the sidewalk vending receptacle is stored and maintained;

13. A copy of the public health permit required for any sidewalk vendors selling food, as required by Los Angeles County Code Title 11 Health and Safety;

14. Proof the person possesses a valid California Department of Tax and Fee Administration seller's permit which notes the city as a location or sublocation, which shall be maintained for the duration of the sidewalk vendor's permit;

15. An acknowledgement that the sidewalk vendor will comply with all other generally applicable local, state, and federal laws;

16. A certification that, to their knowledge and belief, the information contained within the application is true;

17. An agreement by the sidewalk vendor to defend, indemnify, release and hold harmless the city, its city council, commissions, officers, and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding;

18. An acknowledgement that use of public property is at the sidewalk vendor's own risk and that the city does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities, and that the sidewalk vendor uses the public property at the vendor's own risk and assumes such risks;

19. An acknowledgement that the sidewalk vendor will obtain and maintain throughout the duration of any permit issued under this chapter, any insurance required by the city's risk manager;

20. Vendor shall cooperate with the director and submit to a local and state summary criminal history information investigation, and certify whether disqualifying criminal history has been discovered. Accordingly, pursuant to Penal Code Sections 11105 and 13300, the city council explicitly authorizes the director to obtain such information as it relates to disqualifying convictions or conduct related to the crimes and offenses described in this chapter; and

21. Any other relevant information required by the director, or designee.

5.54.050 Issuance of permit

A. Within thirty calendar days of receiving a completed application, the director shall issue a sidewalk vendor permit, with appropriate conditions, as provided for herein, if the director finds all of the following:

1. The conduct of the sidewalk vendor will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or

rights of nearby tenants to the quiet enjoyment and peaceable enjoyment of their property, or otherwise be detrimental to the public peace, health, safety, or general welfare;

2. The conduct of the sidewalk vendor will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the vendor;

3. The conduct of such sidewalk vending activity will not constitute a fire hazard, and all proper safety precautions will be taken;

4. The conduct of such sidewalk vending activity will not require the diversion of law enforcement officers to properly police the area of such activity as to interfere with normal law enforcement protection for other areas of the city;

5. The sidewalk vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this chapter;

6. The sidewalk vendor has not had a permit revoked within the past twelve months;

7. The sidewalk vendor's application contains all required information;

8. The sidewalk vendor has not made a materially false, misleading or fraudulent statement of fact to the city in the application process;

9. The sidewalk vendor has satisfied all the requirements of this chapter;

10. The sidewalk vendor has paid all applicable fees as set by city council resolution;

11. The sidewalk vendor's sidewalk vending receptacle and proposed activities conform to the requirements of this chapter;

12. The sidewalk vendor has adequate insurance to protect the city from liability associated with the sidewalk vendor's activities, as determined by the city's risk manager, or designee;

13. The sidewalk vendor, or any other person for whom information is required to be provided pursuant to this chapter, has not within the past three years, been convicted of or pled nolo contendere to any felony or of any misdemeanor crime involving moral turpitude or such crime that is substantially related to the qualifications, functions, or duties of a sidewalk vendor, including, but not limited to, the crimes listed under of the California Penal Code, Part 1, Title 9 Of Crimes

Against the Person Involving Sexual Assault, and Crimes Against Public Decency and Good Morals.

B. The director, in granting any permit under this chapter, may also impose such reasonable conditions with respect to the use and scope of such permit as is determined to be necessary to protect the public health, safety and/or welfare, and to implement the intent and purpose of this ordinance.

C. All permits issued under this chapter shall expire twelve months from the date of issuance. A sidewalk vendor permit is non-transferable. Any change in ownership or operation of a sidewalk vendor or sidewalk vending receptacle requires a new permit under this chapter. Only one sidewalk vendor permit may be issued to any single person, company, or entity and the permit shall specify whether the permit is for roaming sidewalk vending or stationary sidewalk vending. No person, company, or entity shall conduct both roaming and stationary sidewalk vending under a permit.

D. The director shall consider and review applications for permit renewals pursuant to the criteria set forth in this section. Failure of a permittee to file an application to renew a permit at least thirty calendar days before the expiration thereof shall require the filing of a new application and the payment of the associated fee.

5.54.060 Permit application fee

Each application for a sidewalk vendor permit, and each application for an annual renewal of a sidewalk vendor permit, shall be accompanied by a non-refundable applicable fee, or non-refundable application renewal fee, as applicable, each in an amount established by resolution of the city council.

5.54.070 Regulation of sidewalk vendors, receptacle, and activities

A. All persons engaging in sidewalk vending activities within the city of Montebello shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. The sidewalk vendor permit issued by the city shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor’s person.

2. If applicable, a public health permit issued by the county of Los Angeles shall be displayed conspicuously at all times on the sidewalk vending receptacle or the vendor’s person and offer food in a manner approved by the county of Los Angeles.

3. Sidewalk vendors must operate in compliance with all applicable federal, state, county, and local laws.

4. Sidewalk vendors shall not store or leave their sidewalk vending receptacle unattended on public property for any reason, including, but not limited to, for the purpose of soliciting business.

5. The sidewalk vending receptacle shall not be chained, fastened, tethered, or otherwise attached to any pole, sign, tree or other object in the public right-of-way.

6. Sidewalk vending activities are prohibited between the hours of ten p.m. and seven a.m., daily.

7. Sidewalk vending receptacle shall not be located on any public property when the receptacle is not being actively utilized for sidewalk vending activities.

8. A sidewalk vending receptacle from which food is sold shall operate out of a commissary, mobile support unit, or other approved facility.

9. Sidewalk vendors shall allow a law enforcement officer, firefighter, life safety services officer, code enforcement officer, health inspector, or other government official charged with enforcing laws related to sidewalk vendor activities, at any time during the operation of such activities, to inspect the sidewalk vending receptacle for compliance with the requirements of this chapter, the sidewalk vending permit, and to ensure the safe operation thereof.

10. If a sidewalk vending receptacle requires more than one person to conduct the sidewalk vending activity, all such persons associated with the sidewalk vending receptacle shall be within five feet thereof when conducting sidewalk vending activities.

11. Sidewalk vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this ordinance relative to sidewalk vending activities.

12. Sidewalk vendors shall comply with the noise standards provided in of the Montebello Municipal Code, and shall not utilize any amplifying or sound-generating equipment or devices in connection with sidewalk vendor activities, with the exception of one bell with maximum diameter of two inches.

13. Sidewalk vendors shall maintain a trash container in or on the sidewalk vending receptacle, and immediately clean up any food, waste, grease or other fluid or item related to sidewalk vending activities from public property. The trash receptacle must be large enough to accommodate customer trash without utilizing existing trash receptacles located on any block for use by the general

public. A sidewalk vendor may not dispose of customer trash in existing trash receptacles on public property.

14. Sidewalk vendors shall not discharge or allow to discharge any fluids, liquids, grease, or hazardous materials on private or public property.

15. Sidewalk vendors shall ensure, at all times, that a ten-foot area immediately surrounding the sidewalk vending receptacle is free and clear from trash, litter, and debris at all times.

16. Sidewalk vendors shall, at all times, maintain a minimum four-foot-wide area over and across any pathway, sidewalk, or public property that is free from and clear from all obstructions associated with sidewalk vendor activities, including, but not limited to, sidewalk vending receptacle and customer queuing areas. Notwithstanding the specifics of this subsection, the area to be kept free and clear shall be at least as large as necessary to comply with the Americans with Disabilities Act.

B. All sidewalk vending receptacles utilized for sidewalk vending activities shall, in addition to any conditions imposed as a condition of permit issuance, comply with the following conditions:

1. Except as may otherwise be approved in a sidewalk vending permit, sidewalk vending receptacles and any attachments thereto, including, but not limited to, food, merchandise, or signage, shall not exceed a total height of four feet, a total width of four feet, and a total length of four feet. In approving sidewalk vending receptacles of greater size, the director shall evaluate such requests by balancing: (a) the sidewalk vendor's reasonable need for a larger sidewalk vending receptacle given the nature of the sidewalk vending activities to be operated, the merchandise or food to be sold, and the location where the sidewalk vending activities are proposed to be operated, against; (b) the risk to the public health, welfare, and safety created by the larger sidewalk vending receptacle.

2. All signage and advertising related in any way to the sidewalk vendor shall comply with the terms and conditions of the permit, and shall be attached to the sidewalk vending receptacle, if any, or the sidewalk vendor's person.

3. Sidewalk vendors shall not utilize any electrical, flashing, wind powered, or animated signs.

4. Sidewalk vending receptacles shall not touch, lean against or be affixed at any time to any other building or structure including, but not limited to, lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsracks, trashcans, trees, or traffic barriers.

C. No person engaging in sidewalk vending activities shall engage in any of the following:

1. Renting of merchandise to customers.

2. Displaying of merchandise or food that is not available for immediate sale.

3. Selling of alcohol, cannabis, adult oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine or cannabis, or any business or occupation that is not permitted or is prohibited by the Montebello Municipal Code.

4. Using or containing propane, natural gas, batteries, or other explosive or hazardous materials within a vending receptacle.

5. Using an electrical outlet or power source that is owned by the city or another person other than the sidewalk vendor.

6. Utilizing a portable generator in connection with sidewalk vending activities.

7. Conducting sidewalk vending activities under shaded structures, awnings, gazebos, and bandshell in parks, except as authorized by an agreement with the city.

8. Continuing to offer food or merchandise for sale to any person who has been offered food or merchandise by the sidewalk vendor and has declined the offer, or following or otherwise harassing any such person, or otherwise making any statements, gesture, or other communication that would be perceived as threatening by a reasonable person.

9. Knowingly making false statements or misrepresentations during the course of offering food or merchandise for sale.

10. Blocking or impeding the free flow of any pedestrian or vehicle traversing public property.

5.54.080 Penalties and violations

Violators of this chapter shall not be prosecuted as infractions or misdemeanors and shall only be punished by the following administrative citations and revocation structure:

A. Except as otherwise provided in this chapter, any violation of this chapter shall be subject to administrative fines in the following amounts:

1. An administrative fine not exceeding one hundred dollars for a first violation;

2. An administrative fine not exceeding two hundred dollars for a second violation within one year of the first violation; and

3. An administrative fine not exceeding five hundred dollars for each additional violation within one year of the first violation.

B. If any person violates any portion of this chapter and cannot present proof of a valid permit, the sidewalk vendor shall be assessed administrative fines in the following amounts:

1. An administrative fine not exceeding two hundred fifty dollars for a first violation;

2. An administrative fine not exceeding five hundred dollars for a second violation within one year of the first violation; and

3. An administrative fine not exceeding one thousand dollars for each additional violation within one year of the first violation.

C. Upon proof of a valid permit issued by the city, the administrative fines set forth in subsection B shall be reduced to the administrative fines set forth in subsection A.

D. Notwithstanding the foregoing, the director, or hearing officer on appeal, may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of this subsection.

5.54.090 Permit revocation

A. Permits issued under the provisions of this chapter may be revoked by the director, after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation or false statement contained in the application for a permit;

2. Conducting the business in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public;

3. Upon a sidewalk vendor being issued a fourth or subsequent citation for violations of this chapter within one calendar year of the first violation.

B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee, at the last known address of the licensee, at least five days prior to the date set for hearing.

5.54.100 Appeals

A. Administrative citations shall be appealed in the following manner:

1. Any recipient of an administrative citation may request an ability-to-pay determination by the city, or contest the violation, by requesting an administrative hearing in accordance with Chapter 1.14 of the Montebello Municipal Code, subject to the time frames set forth in Government Code Section 51039(f)(1), or any successor section;

2. Any recipient of an administrative citation may file for a hardship waiver in accordance with Chapter 1.14 of the Montebello Municipal Code;

3. All appeals of administrative citations shall be heard and conducted by a hearing officer pursuant to Chapter 1.14 of the Montebello Municipal Code.

B. Any person aggrieved by the action of the director in the denial or revocation of a permit shall have the right of appeal to the city council in accordance with the provisions of Section 5.04.310 of the Montebello Municipal Code.

SECTION 3. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a decision or any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council herby declares that it would have passed this Ordinance and each and every section, part or portion not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Montebello on the 26th day of August 2020, and **PASSED, APPROVED AND ADOPTED** by the City Council at a regular meeting thereof held on the 26th day of August 2020, voting as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTACHMENT B: PRELIMINARY FEE STUDY DATED: AUGUST 10, 2020

City/Dept	Fees	Requirements	Notes
Los Angeles	$541 (Initial price $291)	• Business Tax Registration Certificate (BTRC) • Sellers Permit • Sellers Permit Fee • County Health Permit	All information and applications available online
Downey Public Works	$256.53	• Downey Business License • Downey Sidewalk Vending Permit • Sellers Permit • County Health Permit • Live Scan • $2,000,000 insurance liability	• Provide all information in Spanish • Half price if application received before December
Pico Rivera Community and Economic Development	Initial process over $1,000 Renewal $600	• County License • County Inspection • City issued permit • $2,000,000 insurance liability • Background check	• City policy for ice cream truck vendors • Limited to certain locations • No sales at park sites • Have to be mobile • No residential areas
Monterey Park	N/A	N/A	Per Business License and Community Development, Street Vendors not allowed in City
Bell Business License	Daily $17 Quarter $85 Year $142	• County Health Permit • Sellers Permit • Photo	Must apply in person
South Gate	License $100 Application $176	• Business License • $1,000,000 insurance liability	• If vending near school or playground vendor must sell exclusively Healthy

Business License	Renewal $111	• Criminal Check • County Health Permit	Food • Stationary cart allowed (restrictions)
El Monte Business License	New/Renewal $158 Per Vehicle $100 Processing Fee $25 SB1186 $4	• County Health Permit • Food/Health Certificate • Photo	All vendors must follow county sanitation policy and procedures for food preparation
Norwalk Business License	Based on sales (see attached T-chart) Application $90 Encroachment $46	• Application Checklist (Read and accept municipal codes) • State Seller Permit • Encroachment Permit • $1,000,000 insurance liability • County Health Permit (food sales)	

ATTACHMENT C

CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING

PUBLIC HEARING FOR ORDINANCE AMENDING CHAPTER 5.40 OF THE MONTEBELLO MUNICIPAL CODE ESTABLISHING LOCAL REGULATIONS FOR SIDEWALK VENDORS

Notice is hereby given that the City Council of the City of Montebello will conduct a public hearing as required by California Government Code Section 6586.5 and other applicable law, with respect to the Ordinance Amending Chapter 5.40 of the Montebello Municipal Code establishing local regulations for Sidewalk Vendors.

Senate Bill No. 946 (SB 946) was approved by Governor Jerry Brown on September 17, 2018. SB 946 prohibits a city, including a charter city, from regulating "sidewalk vendors" except in accordance with the provisions of SB 946 (codified as Government Code Sections 51036-51039).

However, a city may adopt a local ordinance regulating the time, place, and manner of sidewalk vending if those regulations are directly related to objective health, safety, or welfare concerns. The City currently prohibits street vending through various provisions of the Montebello Municipal Code (MMC), which among other things, prohibits foot or pushcart vendors from selling any food item on public streets or sidewalks. These regulations conflict with the requirements of SB 946, and accordingly were invalid and unenforceable as of January 1, 2019.

The adoption of the proposed ordinance will provide City Staff and Police Officers additional tools to monitor and regulate sidewalk vendors. This ordinance will ensure that the City of Montebello complies with State legislation while maintaining the community safe and healthy.

The public hearing will be held before the City Council of the City of Montebello, in the City Council Chambers at City Hall, 1600 West Beverly Boulevard, Montebello, CA 90640, on Wednesday, August 26, 2020 at 6:30 p.m. As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments, may call on Wednesday, August 26, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. - 5:30 p.m. on Wednesday, August 26, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record.

Written comments may also be mailed or delivered to the City Clerk's office address identified below. 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. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

THE CITY CLERK
Irma Barajas

Published: August 18, 2020

ITEM #14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: Public Hearing concerning the Five-Year 2020-2025 Consolidated Plan for the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds, the 2020-2021 Annual Action Plan, the Analysis of Impediments to Fair Housing Choice, and the Citizen Participation Plan.

DATE: August 26, 2020

RECOMMENDATION

Staff recommends that the City Council:

1) Receive public input and provide direction to Staff on the Five-Year Consolidated Plan, Annual Action Plan, Analysis of Impediments, and Citizen Participation Plan, and;

2) Amend the Fiscal Year 2020-21 adopted budget by approving appropriations in Fund 255 (Community Development Block Grant) in a total amount of $1,970,964 and Fund 260 (HOME) in a total amount of $402,170, and;

3) Take such additional, related action that may be desirable

BACKGROUND

Each year the U.S. Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the City of Montebello ("City"), specifically Community Development Block Grant (CDGB) and Home Investment Partnerships (HOME) Program funds. In order to receive these funds, the City must complete a report every three (3) to five (5) years called the Consolidated Plan (ConPlan).

The purpose of the ConPlan is to identify the City's housing and community development needs, priorities, goals, and strategies and to stipulate how funds will be allocated to housing and community development activities over the next five (5) years. The CDBG Program provides Federal funds for local improvement projects and programs. Activities assisted with CDBG funds must meet one of the three (3) national

objectives: 1) principally benefit low and moderate-income persons, 2) aid in the prevention or elimination of slums and blight, or 3) meet other community development needs having particular urgency.

The HOME Program provides formula grants - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

In addition to the ConPlan, HUD requires the development of a Five Year Analysis of Impediments to Fair Housing Choice. HUD also requires public input on amendments to the Citizen Participation Plan and Annual Action Plan.

FISCAL IMPACTS

For Fiscal Year 2020-21, the City expects to receive approximately $665,346 in CDBG funds and approximately $258,317 in HOME funds. Additionally, $493,785 in CDBG Program Income and $143,853 in HOME Program Income is available for programming, as well as $420,431 of unused CDBG funds that will be carried over from previous years.

Total funding available for FY 2020-21:

CDBG Funds:	$1,579,562
HOME Funds:	$402,170

The City also received supplemental CDBG funding (CDBG-CV) in the amount of $391,402. These funds are provided to communities to assist with their response to the novel Coronavirus (“COVID 19”).

It will be necessary to amend the FY 2020-21 adopted budget to appropriate the new and carryover funds as well as the COVID-19 specific funds in the CDBG (Fund 255) and HOME (Fund 260) funds. Community Development staff will work with Finance staff to determine the exact accounts to which funds will be budgeted. City Council approval of total appropriations for each fund provides sufficient approval for Staff to make administrative budget adjustments to move total appropriations to specific general ledger (G/L) accounts within each fund. The table on the following pages outlining the programs and estimated budgets will serve as the guideline for making these adjustments.

The total CDBG funding of $1.970,964 (inclusive of CDBG new and carryover and CDBG-CV funding) will be appropriated as well as the $402,170 in new and carryover HOME funds.

ANALYSIS

The Consolidated Plan is a HUD required plan assessing affordable housing and community development needs for the next five-year 2020-2025 period. The ConPlan determines how funds from HUD will be used.

The following tables show the previous 2015-2020 ConPlan goals for the City and the proposed 2020-2025 ConPlan goals.

Montebello 2015-2020 Goals

Goal Name	Category	Geographic Area	Needs Addressed
Promote safety, quality and livability of neighborhoods	Housing	Citywide	Neighborhood preservation programs
Improvement of the City's existing single-family residence	Housing	Citywide	Preserve affordable housing through housing rehabilitation
Increase housing opportunities for low-income and special needs households	Housing	Citywide	Affordable rental housing
Assist homeless and special needs populations with supportive services	Public Services	Citywide	Homeless services Homeless prevention
Implement fair housing laws to further fair housing through education, enforcement, and testing	Planning	Citywide	Equal access to housing
Preserve and improve existing public services for low - and moderate-income and/or special needs households	Public Services	Citywide	Address community needs for low - and - moderate - income and special needs persons
Suitable Living Environment - public improvements and public facilities to benefit low-mod persons	Public Improvements & Public Facilities	Citywide	Public improvements and public facilities improvements
Expanding Economic Opportunities	Economic Development	Citywide	Low-income persons

Proposed Montebello 2020-2025 Goals

Goal Name	Category	Geographic Area	Needs Addressed
Increase affordable housing opportunities	Public Service Affordable Housing	Citywide	Affordable housing and lower housing costs
Maintain decent and energy efficient housing stock	Affordable Housing Special Needs	Citywide	Assistance for extremely low and low income households
Create sustainable neighborhoods	Community Facilities Public Facilities	Eligible Low and Moderate Income Block Groups, Citywide	Enhance facilities and programs for youth and seniors. Correct infrastructure issues
Expand fair housing choice and access	Public Services	Citywide	Increase homeownership
Provide vital public services	Public Services	Citywide	Homeless prevention services
Increase earning capacity for LMI families	Non-Housing Economic Development	Citywide	Provide job training and opportunities for more jobs
Expanding economic opportunities	Economic Development	Citywide	Needed Infrastructure improvements
Planning and administration	Delivery of organization and administration of the CDBG and HOME programs	Citywide	Planning and Administration

The Annual Action Plan is submitted to HUD on an annual basis and identifies how the City plans to use the Federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan.

CDBG FY 2020-2021		
$	665,346.00	CDBG Allocation
$	493,785.00	Program Income
$	1,159,131.00	Total Allocation
$	(231,826.20)	Admin CAP (20% of total allocation)
$	927,304.80	Allocation Available for Programming
$	420,431.00	Prior years resources
$	1,347,735.80	Total Available for Programming

HOME FY 2020-2021		
$	258,317.00	HOME Allocation
$	143,853.00	HOME Program Income
$	402,170.00	Total Allocation
$	(100,542.50)	Admin CAP (25% of total allocation)
$	301,627.50	Available for Programming

CDBG-CV FY 2020-2021		
$	391,402.00	CDBG-CV Allocation
$	(78,280.40)	Admin CAP (20% of total allocation)
$	313,121.60	Available for Programming

Proposed Project Name	Funding	Goal Supported	Proposed Amount
Housing Rights Center	CDBG Admin	Expand fair housing choice and access	$ 20,000
CDBG Program Administration	CDBG Admin	Planning and Administration	$ 211,826
Section 108 - Whittier Blvd.	CDBG	Expanding Economic Opportunities	$ 462,221
Fire Station Improvements	CDBG	Public Facilities and Infrastructure	$ 465,084
Street Improvements	CDBG	Create Sustainable Neighborhoods	$ 77,988
Senior Center Improvements	CDBG	Public Facilities and Infrastructure	$ 342,443
HOME Program Administration	HOME Admin	Planning and Administration	$ 100,542
HOME Rehabilitation Program	HOME	Maintain decent and energy efficient housing stock	$ 301,628
CDBG-CV Program Administration	CDBG-CV	Planning and Administration	$ 78,280
Montebello Community Assistance Program (MCAP)	CDBG-CV	Provide vital public services	$ 313,122

The Analysis of Impediments to Fair Housing Choice is a review of policies, procedures, and practices within the community that affect the location, availability and accessibility of housing and current residential patterns and conditions related to fair housing choice.

Fair Housing Choice is a condition in which individuals and families of similar income levels in the same housing market have a like range of choices available to them regardless of protected status. Federal and State Law define protected status as:

- Race
- Color
- Ancestry
- National Origin
- Religion
- Sex
- Age
- Disability
- Familial Status
- Marital Status
- Sexual Orientation
- Source of Incomer
- Any other arbitrary factor

The City actively promotes fair housing and has conducted a study to find ways to improve equal housing opportunities for all residents.

The Analysis of Impediments to Fair Housing Choice is a study of actions, omissions, or decisions that restrict housing choices or the availability of housing choices or that have the effect of restricting choice or availability.

The scope of analysis includes:

The Citizen Participation Plan outlines the process when conducting program planning and reporting for the CDBG and HOME programs. The Citizen Participation Plan (CPP) sets forth policies and procedures to encourage citizen involvement and provides an opportunity for nonprofit service agencies and the community to work in partnership with the City to identify needs and allocate CDBG and HOME funds.

The proposed CPP incorporates HUD flexibilities in response to the recent pandemic and to account for other emergency situations. HUD released a memorandum to waive Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to prevent the spread of COVID-19 and mitigate economic impacts caused by COVID-19. In order to balance the need to respond quickly to the growing spread and effects of COVID-19, and given the need to expedite actions to respond to COVID-19, HUD is currently waiving 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i), in regards to the statutory requirement to provide reasonable notice and opportunity for

citizens to comment on substantial amendments concerning the proposed uses of CDBG and HOME funds.

In addition to the HUD flexibilities language, the proposed changes to the Citizens Participation Plan (CPP) include:

- Adding the City's website to make documents available as an alternative format for persons needing reasonable accommodation and in response to the COVID-19 restrictions.
- Clarification on what constitutes a Substantial Amendment for the purpose of the Consolidated Plan. A Substantial Amendment is proposed to be defined as a cumulative change equal to or more than 50% of the City's CDBG or HOME entitled for the program year.
- A Substantial Amendment shall be noticed announcing a 30-day public review and comment period.
- Added a section addressing the Analysis of Impediments to Fair Housing Choice further outlining the public engagement process, noticing, comment period and hearing requirements.
- Added a section addressing the Annual Action Plan further outlining the public engagement process, noticing, comment period and hearing requirements.
- Added a section pertaining to Amendments to the Citizens Participation Plan further outlining the public engagement process.
- Added a section addressing Contingency Plan in the Event of an Emergency/Disaster allowing reduced noticing requirement to at least five (5) calendar days and allows City Council to reprogram funds in response to such emergency when in session or ratification of the reallocation when the City Council is in recess.

ENVIRONMENTAL

CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff has reviewed the Project to determine the required level of review under CEQA. The proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review.

NEXT STEPS/RECOMMENDATION

The City Council is asked to conduct a public hearing to receive input from the public and provide direction to City staff on the Five-Year ConPlan, Annual Action Plan, Analysis of Impediments, and Citizen Participation Plan. After receiving input and direction from City Council, the drafts of the aforementioned plans will be finalized. The City will conduct a comment period and hold a public hearing to adopt the Five-Year Consolidated Plan, the 2020-2021 Annual Action Plan, the Analysis of Impediments to Fair Housing, and the Citizen Participation Plan. Following City Council adoption, the Five-Year Consolidated Plan, the Annual Action Plan and Citizens Participation Plan will be submitted to HUD.

City Council is also being asked to amend the FY 2020-21 CDBG (Fund 255) and HOME (Fund 260) budgets. Appropriations totaling $1.970,964 will be made in Fund 255 and $402,170 in Fund 260. Staff will then administratively make budget adjustments to place appropriations in the proper accounts and amounts depending on the spending plan as described above.

ITEM #15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Renẽ Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Approve the Issuance of Qualified 501(c)(3) Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility to be located at 111 W. Beverly Blvd. Pursuant to California Government Code Section 6586.5**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council conduct a public hearing and adopt a Resolution:

1) Rescinding City Council Resolution No. 20-44 to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately $160,000,000 for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation;

2) Approving and making the Finding of Significant Public Benefit for the Issuance and Sale of Qualified 501(c)(3) Bonds for the Conduit Financing by the California Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California medical professional corporation pursuant to California Government Code Section 6586.5; and

3) Take such additional and/or related action that may be necessary.

BACKGROUND

Pursuant to Chapter 5, Division 7 of Title 1 of the California Government Code, certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the CA Public Finance Authority ("Authority"), dated May 12, 2015 (the "Agreement") in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness. The City of Montebello, has determined that it is in the public interest and for the significant public

benefit that the City become an Additional Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority. On January 9, 2019, the City Council approved Resolution No. 19-01 authorizing the Authority to issue and sell revenue bonds for the Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation ("Beverly") in the maximum principal amount of approximately $81,470,000. This approval was intended to enable the Authority to finance a radiation therapy cancer treatment center consisting of one treatment room proton therapy machine. Beverly has assigned its rights in and to the Project (as defined below) to its affiliate Beverly Oncology Proton Medical Group, APC, a California medical professional corporation ("Beverly Proton"). At its meeting held on June 10, 2020, the City Council rescinded City Council Resolution No. 19-01 and authorized the Authority to issue revenue bonds in the amount of $160,000,000. Subsequently, Beverly decided to pursue 501(c)(3) bonds, as described in Section 145 of the Internal Revenue Code. Therefore, a duly noticed public hearing is required consistent with the federal rules and regulations established under the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"). As a result, Beverly Proton is now requesting that the Authority issue and sell qualified 501(c)(3) bonds in the maximum principal amount of approximately $160,000,000 to enable the Authority to finance or refinance the acquisition, construction, improvement, development and equipping, and certain related costs, of a two treatment room radiation therapy cancer treatment facility, which will include proton therapy and clinical and non-clinical space, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project").

Staff recommends that the City Council conduct the public hearing and adopt the attached Resolution rescinding City Council Resolution No. 20-44 and approving the issuance of qualified 501(c)(3) bonds for the Project. The City Council must conduct a public hearing pursuant to California Government Code Section 6586.5, Internal Revenue Code Section 147(f), and other applicable law, with respect to the proposed issuance by the Authority of its qualified 501(c)(3) bonds in one or more series issued from time to time, including bonds issued to refund such bonds in one or more series from time to time, in an amount not to exceed approximately $160,000,000.

ENVIRONMENTAL

The Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Resolution maintains the status quo and prevents changes in the environment pending the completion of the issuance and sale of qualified 501(c)(3) bonds. Because there is no possibility that the Resolution may have

a significant adverse effect on the environment, the action associated with the Resolution is exempt from CEQA.

FISCAL IMPACT

There is no cost associated with membership in the Authority and the City will not become exposed to any financial liability by reason of its membership in the Authority. In addition, participation by the City in the Authority will not impact the City's appropriation limits and will not constitute any type of indebtedness by the City. Other than the public hearing, adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

PUBLIC NOTIFICATION

Pursuant to the Internal Revenue Code, the California Government Code and Montebello Municipal Code Section 17.78.030, notice to the community was provided as follows:

- The Public Hearing Notice was published in the Daily Journal on August 13, 2020.

ATTACHMENT(S):

A. Draft Resolution
B. Notice of Public Hearing

ATTACHMENT A

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE ISSUANCE OF QUALIFIED 501(C)(3) BONDS BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY TO FINANCE A RADIATION THERAPY CANCER TREATMENT CENTER, AND CONFIRMING A FINDING OF A SIGNIFICANT PUBLIC BENEFIT PURSUANT TO GOVERNMENT CODE SECTION 6586.5

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Public Finance Authority, dated as of May 12, 2015 (the "Agreement") in order to form the California Public Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Montebello (the "City"), has determined that it is in the public interest and for the significant public benefit that the City become an Additional Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, on January 9, 2019, this City Council (the "City Council") approved the form of the Agreement and authorized and directed the Mayor or the designee thereof to execute said document, and the City Clerk or such Clerk's designee to attest thereto; and

WHEREAS, the City has requested to become an Additional Member of the Authority pursuant to Section 12 of the Agreement, and proposes to participate in the Authority finance programs and desires that certain projects to be located within the City be financed through the Authority; and

WHEREAS, the Authority is authorized to issue and sell bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and

WHEREAS, Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation ("Beverly"), previously requested that the Authority issue and sell revenue bonds in the maximum principal amount of approximately $81,470,000.00 (the "Bonds"), to enable the Authority to finance the purchase from Beverly, construction, improvement, equipping, ownership, and certain related costs, of a single treatment room radiation therapy cancer treatment center, which would include proton therapy, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Original Project"); and

WHEREAS, on January 9, 2019, the City Council approved the issuance of the Bonds by the Authority pursuant to Resolution No. 19-01; and

WHEREAS, Beverly has assigned its rights in and to the Project (as defined below) to its affiliate Beverly Oncology Proton Medical Group, APC, a California medical professional corporation ("Beverly Proton"); and

WHEREAS, on June 10, 2020, the City Council authorized the Authority to issue revenue bonds in the amount of $160,000,000 pursuant to Resolution No. 20-44; and

WHEREAS, Beverly Proton is now requesting that the Authority issue and sell qualified 501(c)(3) Bonds in the maximum principal amount of approximately $160,000,000.00, to enable the Authority to finance or refinance from Beverly Proton the acquisition, construction, improvement, development and equipping, and certain related costs, of a two treatment room radiation therapy cancer treatment center, which will include proton therapy and clinical and non-clinical space, located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project"); and

WHEREAS, the Project will be developed by Healthcare and Science Facility Project Development, LLC and managed by Beverly Proton, which is expected to enter into a Management Support Services Agreement with Beverly Oncology Proton Center, LLC, and will serve the therapeutic needs of cancer patients in the City and surrounding communities; and

WHEREAS, as a condition to authorization of the Bonds by the Authority, California Government Code section 6586.5 requires that the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds to finance the Project following such hearing and make a finding of significant public benefit; and

WHEREAS, the Authority has determined that the City Council is the appropriate body for purposes of holding such hearing; and

WHEREAS, on January 9, 2019, and June 10, 2020, the City Council found that the financing of the Original Project by the Authority will provide significant public benefit to the citizens of the City in accordance with the criteria specified in Section 6586 of the California Government Code, and

WHEREAS, the Authority has requested that the City Council rescind Resolution No. 20-44 and approve the issuance of the qualified 501(c)(3) Bonds in the revised maximum principal amount of approximately $160,000,000.00 by the Authority, as described in Section 145 of the Internal Revenue Code, and make a finding of significant public benefit in order to satisfy the public approval requirement of California Government Code section 6586.5 and the requirements of Section 12 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Internal Revenue Code, California Government Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority's issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the significant public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby finds that financing of the Project by the Authority will provide significant public benefit to the citizens of the City in accordance with the criteria specified in Section 6586 of the California Government Code. The City Council also hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitutes approval of the issuance of the Bonds to finance the Project by the governmental unit having jurisdiction over the area in which the Project is located in accordance with California Government Code section 6586.5. The City Council hereby rescinds Resolution No. 20-44.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Kathleen Jacobe
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, CA 95814

Section 7. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED by the City Council this ____ day of _____ 2020, by the following vote:

AYES:
NOES:
ABSENT:

THE CITY OF MONTEBELLO

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING

PUBLIC HEARING FOR CONDUIT FINANCING FOR A RADIATION THERAPY CANCER TREATMENT CENTER PURSUANT TO CA GOVERNMENT CODE SECTION 6586.5

Notice is hereby given that the City Council of the City of Montebello will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code") and California Government Code Section 6586.5 and other applicable law, with respect to the proposed issuance by the California Public Finance Authority (the "Authority") of qualified 501(c)(3) bonds, as described in Section 145 of the Code, in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an amount not to exceed $160,000,000.00 (the "Bonds").

The proceeds of the Bonds will be used to enable the Authority to finance or refinance the acquisition, construction, improvement, development and equipping of proton therapy facilities located at 111 W. Beverly Boulevard, Montebello, California 90640 (the "Project"). The facilities are to be owned by the Authority and/or Beverly Oncology Health Foundation (the "Project").

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, including the City of Montebello, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The public hearing will be held before the City Council of the City of Montebello, in the City Council Chambers at City Hall, 1600 West Beverly Boulevard, Montebello, CA 90640, on Wednesday, August 26, 2020 at 6:30 p.m. Pursuant to Federal Internal Revenue Code Section 147(f), the following toll free number has been established by Beverly Oncology Health Foundation for interested parties to dial-in: 1-888-605-0261. As authorized by the Governor's Executive Order No. N- 29-20, those interested in making public comments, may call on Wednesday, August 26, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. In addition, the City has created the following email address where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, August 26, 2020: ccpubliccomment@cityofmontebello.com. These questions will be read out loud and submitted for the record.

Written comments may also be mailed or delivered to the City Clerk's office address identified below. 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. This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the subject matter may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are public records and will become part of the City's files and records.

THE CITY CLERK
Irma Barajas

Published: August 13, 2020

ITEM #16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: Adoption of Ordinance Approving Development Agreement (DA01-20) between the City of Montebello and Becker Boards Small LLC for property at 7653 Telegraph Road.

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1) Adopt the Negative Declaration prepared in connection with the replacement of an existing double-faced static billboard with an enhanced double-faced static digital billboard located at 7653 Telegraph Road; and

2) Introduce and waive first reading of the Ordinance approving a Development Agreement (DA01-20) by and between the City of Montebello and Becker Boards Small LLC; and

3) Take such additional and/or related action that may be desirable.

BACKGROUND

The subject property is located at 7653 Telegraph Road in the M-2 (Heavy Manufacturing) Zone. The City's General Plan land use designation for the property is "Industrial" and the subject site is located within the "Interstate 5 Freeway Digital Display Sign Corridor" pursuant to Montebello Municipal Code ("MMC") Section 17.62.105.B.

On July 28, 1970, the construction of the north facing, single-faced static billboard (14' x 48') was approved by the City of Montebello. Subsequently, the installation of the south facing, non-illuminated static billboard (2.5' x 8') was approved by the City of Montebello (the "City") on October 31, 2011.

On October 24, 2018, the property located at 7601 Telegraph Road received approval from the City and subsequently constructed a new dual-faced digital billboard. This property is located within 1,000 feet of the property located at 7653 Telegraph Road. On July 21, 2020, the City Planning Commission held a duly noticed public hearing and approved a variance to allow Becker Boards LLC to construct a dual-faced digital billboard within 1,000 feet of the nearest digital billboard pursuant to Case No. PC-2020-

0012-ZV-DA.

On February 18, 2020, Becker Boards LLC (the "Applicant") filed an application to, among other things, enter into a Development Agreement (DA01-20) with the City for the removal and replacement of the existing outdated double-faced static billboard with a new double-faced digital billboard located within 500 feet (deviating from the required 1,000-foot setback pursuant to MMC Section 17.62.105.E.3) from the existing digital billboard located at 7601 Telegraph Road.

California Government Code Section 65864 et seq. authorizes the City of Montebello to enter into a Development Agreement with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property.

Pursuant to MMC Section 17.62.105.C, construction of new off-premises digital display signs within the defined Digital Display Corridor shall be allowed only with the approval of a Development Agreement.

The Applicant is proposing to replace an existing double-faced static billboard with an enhanced double-faced digital billboard. The proposed double-faced static digital billboard would include individual sign faces totaling 672 square feet. The proposed sign structure would enhance the visual environment with structural amenities and design features for the property located at 7653 Telegraph Road. The subject property is located adjacent to the I-5 Freeway Corridor and currently improved with commercial warehouses, two storage buildings, and the existing static billboard located in the southwest corner of the site. The property is bounded by industrial properties to the north, east, and west. The City of Commerce is located to the south across the I-5 Freeway.

The proposed static digital billboard sign will mirror the neighboring off-site digital billboard and feature a slightly larger non-illuminated City of Montebello logo and seal mounted on either side of the pole mount structure (Please see Attachment D). The digital display panels will be pinched together at a triangular, or "V", shape. Each digital display panel shall be 14 feet high by 48 feet wide for a total display area of 672 square feet. The maximum height of the digital billboard structure will not exceed the existing 75 feet including all extensions and may be reduced to a lower height should it be determined that the billboard requires better visibility. The proposed double-faced digital display billboard as authorized in the Development Agreement meets the Goals and Objectives of the General Plan Land Use Element as it will enhance the visual character of the I-5 corridor.

On July 21, 2020, the Planning Commission unanimously approved Resolution No. 12-20 recommending approval of the Development Agreement and authorizing a deviation pursuant to Case No. PC-2020-0012-ZC-DA to allow the double-faced static digital billboard to be located within 1,000 feet of the nearest digital billboard. Based on

direction from the Planning Commission, changes to the proposed Development Agreement include a revision to Section 2.8.1 to make advertising space available to the City free of charge when requested with reasonable notice. In addition, the Planning Commission requested enhanced landscape features on the subject property as well as graffiti monitoring and removal within 24 hours.

ANALYSIS

Section 17.62.105 of the Montebello Municipal Code (MMC) pertaining to signage (Sign Code) authorizes off-premises digital display billboards in limited areas along SR60 and The I-5 Freeway. The Sign Code requires the approval of a Development Agreement by the City Council to allow the relocation and replacement or construction of any new off-premises digital display sign, i.e. digital billboard. The proposed digital billboard conforms to the Sign Code and is located within the allowable "Interstate 5 Freeway Digital Display Sign Corridor." As part of the actions taken by the Planning Commission, a zone variance was approved under Case No. PC-2020-0012-ZV-DA to allow the proposed digital billboard to be located within 1000 feet of the nearest digital billboard (MMC Section 17.62.105.E.6).

ENVIRONMENTAL

The proposed project associated with Case No. PC-2020-0012-ZC-DA/ENV-102-20-ND for the replacement of an existing two-sided static billboard with an enhanced two-sided static digital billboard for the property located at 7653 Telegraph Road has been reviewed pursuant to the California Environmental Quality Act (“CEQA”). The Initial Study concluded that the proposed project will not result in significant effects on the environment. Therefore, a Negative Declaration has been prepared and circulated consistent with CEQA. A Notice of Intent (NOI) to adopt a Negative Declaration was prepared and filed with the Los Angeles County Clerk’s office on June 5, 2020. The public comment period concluded on July 6, 2020. As of yet, no comments have been received by the City in connection with the Negative Declaration and/or the proposed project.

FISCAL IMPACT

Pursuant to the Development Agreement, Becker Boards Small LLC will pay the City monthly payments equal to ten percent (10%) of the “Gross Billboard Revenues” (defined in the Development Agreement as all advertising revenues received by Developer) from the new static digital billboard during the immediately preceding applicable calendar month or partial calendar month. These payments will be made on or before the 20th day of each month after the new static digital billboard becomes operational for the entire term of the Development Agreement.

ATTACHMENTS:

A. Draft Development Agreement
B. Draft Ordinance
C. Negative Declaration
D. Conceptual Rendering of the Proposed Sign

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code § 27383]

DEVELOPMENT AGREEMENT NO. _____

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 7653 Telegraph Road in the City of Montebello, Assessor Parcel Number 6354-027-016, 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' static digital billboard sign, as sign is described in Exhibit "B-1", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-2" hereto, to be oriented toward the I-5 Freeway ("New Static 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 Static 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 Static 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 Heavy Manufacturing, 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 _____, 2020, 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 _____, 2020, 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 container 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 "Site Lease" means the lease agreement by and between Developer and [SITE OWNER NAME], 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, this Agreement, Variance No. ____, 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 Static Digital Billboard, the provisions for reservation or dedication 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 Static Digital Billboard" means the new double-faced digital sign, as described in Exhibits "B-1" and "B-2" hereto, oriented toward the I-5 Freeway and located on the Site.

1.1.11 "Operational" means the New Static 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 Static Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Static Digital Billboard, and the operation and maintenance of the New Static Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibits "B-1" and "B-2", and the Schedule of Performance attached hereto as Exhibit "C".

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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 Exhibits "B-1" and "B-2" 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), Exhibits "B-1" and "B-2" 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 Static 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 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 or Exhibit "B-1" 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 Static 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 Static Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Static 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.

2.4.1 Time for Performance. Notwithstanding anything contrary in this Agreement, Developer shall complete construction of the new off-premises digital display sign within one (1) calendar year of the Effective Date, and Developer's failure to do so will result in the Parties renegotiating, in good faith, the financial provisions of this Agreement, specifically including but not limited to the Development Fee due, in light then-existing market conditions and economic factors, and this Agreement, along with any resulting revisions, shall be subject to City Council reconsideration and approval.

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 Static 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 Starting upon

the Commencement Date, Developer shall pay to City monthly payments equal to ten percent (10%) of the "Gross Billboard Revenues" (defined as all advertising revenues received by Developer from the New Static Digital Billboard during the immediately preceding applicable calendar month or partial calendar month ("Development Fee"). Such payments shall be made on or before the 20th day of each month after the New Static Digital Billboard becomes Operational (the "Commencement Date").

As set forth herein, upon reasonable request, City shall have the right during Developer's normal business hours to inspect and audit the books and records of Developer relating to the Gross Billboard Revenues for the immediately preceding twelve (12) month period, and Developer shall make all such matters available to Lessor within five (5) business days of such request. If Developer's revenues are understated for such period, Developer will issue a check for the difference within five (5) business days of discovery of any such understatement. If there has been an overpayment for such period, City shall issue a check to Developer for the difference within five (5) days from the discovery of any such overpayment.

2.7 Operational Date Notification. Developer shall notify the City in writing when the New Static 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 Static 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 one (1) business day prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.4, 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.

2.8.2 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

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result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

2.8.3 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.

2.8.4 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Static 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 Maintenance, Operation, and Use

2.9.1 Maintenance and Repair.

(a) Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the maintenance and repair of the New Static Digital Billboard and Site (where authorized pursuant to the 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 operate and maintain and repair the New Static Digital Billboard in accordance with this Agreement, all Development Approvals, conditions of approval, and all applicable laws, rules, ordinances and regulations of all federal, State, Montebello Municipal Code, and other 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 Static Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Static Digital Billboard structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Developer, for itself and its successors and assigns, hereby covenants and agrees to use and maintain the New Static 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 Static 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.

2.9.2 Prohibited Uses. Developer shall not utilize the New Static Digital Billboard to advertise or display messages that:

(a) promotes tobacco or tobacco related material (including e-cigarette products), hashish, cannabis materials or cannabis related products, businesses or operations;

(b) promotes "gentlemen's clubs", adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311 or federal law, adult products, conventions, events, or websites;

(c) contains inherently false, misleading, or libelous (i.e., speech that is incapable of being presented in a manner that is not misleading);

(d) promotes the sale or use of firearms;

(e) contains language that presents a clear and present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order;

(f) contains any statements or words in violation of Section 5402 of the Outdoor Advertising Act from the Business and Professions Code; or

(g) promotes any product, service, or activity that is illegal under federal, State, or local law.

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 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, and (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 Static 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 Static Digital Billboard on the Site.

3.5 Purpose of Agreement. 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 (Exhibits "B-1" and "B-2") 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 Static 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 Static 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 Static 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 the there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its 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 Static 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.

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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 OF 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 Static Digital Billboard shall be removed. 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 Static Digital Billboard and cap all utilities. Notwithstanding the foregoing, Developer has no obligation to remove any of the below-grade portions of the New Static 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 Static 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 require removal of the New Static Digital Billboard. If City requires the New Static 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 Static Digital Billboard within ninety (90) days of City's notice to Developer.

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.

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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.

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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 Static 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 Static 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 Static 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 Static 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 Static 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

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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 Insurance.

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:

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(a) 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.

(b) 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 d mage, 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

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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.

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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 shalt 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)

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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 Site 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.

[*Signatures on the following page(s)*]

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WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: _____

Salvador Melendez

Mayor

ATTEST:

_____

Irma Barajas
City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman
City Attorney

Developer: **BECKER BOARD SMALL, LLC**

By: _____

Joseph White

[*Principle Signatures to be Notarized*]

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EXHIBIT "A"

LEGAL DESCRIPTION

(To be attached)

EXHIBIT “B-1”

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 Static Digital Billboard in accordance with the terms of this Agreement. The New Static 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 Static Digital Billboard on the Site.

3. 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 Static Digital Billboard.

4. 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.

5. Conditions of Approval. The following additional conditions shall apply to the installation of the New Static 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 Static 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 messages displayed on the New Static Digital Billboard shall not change more than once every two (2) minutes.

(e) The New Static Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(f) Plans and specifications for the proposed installation of the New Static Digital Billboard, including a landscape plan and 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.

(g) 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.

(h) 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.

(i) Developer shall, at all time, comply with the approval for the New Static 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.

(j) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Static Digital Billboard prior to the final issuance of the building permits.

(k) 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.

(l) Developer shall ensure that all access to the New Static Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the 1-5 Freeway Site Lease.

(m) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Static 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 Static Digital Billboard requiring the installation of electrical conduit approximately _____ feet.

(n) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

(o) All graffiti shall be adequately and completely removed or painted over within 24 hours of notice to Developer of such graffiti being affixed on New Static Digital Billboard.

(p) 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 diming 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.

(q) 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-2"

SITEPLAN AND CONCEPTUAL RENDERING OF SIGN

(To be attached)

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

(To be attached)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING DEVELOPMENT AGREEMENT (DA01-20) 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 ("Becker Boards"), and the City desire to enter into the Development Agreement (DA01-20) attached hereto as Exhibit "A" (the "Agreement"), which would allow the removal of an existing off-premise double-faced static display billboard, and replacement with a new off-premise double-faced digital display billboard as specifically described in the Development Agreement (the "Project") upon the property located at 7653 Telegraph Road (the "Property"), in which Becker Boards has a leasehold interest, and which is the property on which the existing static billboard is located;

WHEREAS, the Project was reviewed pursuant to the California Environmental Quality Act ("CEQA") and the initial study/environmental assessment found that the Project may have less than significant effects 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 June 5, 2020;

WHEREAS, the Planning Commission, following a duly noticed public hearing on July 21, 2020, recommended approval of this Development Agreement;

WHEREAS, the City Council held a noticed public hearing on the Agreement and this Ordinance, and considered all staff reports, presentation, public testimony, comments, Planning Commission recommendations, and other evidence presented in connection with this matter; and

WHEREAS, prior to the adoption of this Ordinance, the City Council has by resolution approved and adopted a Negative Declaration for the Project.

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 this Development Agreement does not conflict with the goals, policies and implementation measures set forth in the General Plan. This Development Agreement is consistent with the City's General Plan in that it 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. This Development Agreement is further consistent with the policies that commercial development in the City be sited in appropriate locations according to need and that the City should contain ample commercial facilities to meet the needs of its residents and as well as provide taxable revenues to the City.

SECTION 3. DEVELOPMENT AGREEMENT. The City Council hereby approves the Development Agreement and the City Manager is hereby authorized and directed to execute it on behalf of the City along with all any ancillary documents reasonably necessary to effectuate the intent of this Resolution. 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 4. CEQA. Based on the whole record, including the Initial Study, the Negative Declaration, staff's report, and public comment, the City Council hereby finds that there is no substantial evidence that the Project will have a significant effect on the environment. The City Council further finds that the Negative Declaration reflects the City Council's independent judgment and analysis of the City Council of the City of Montebello.

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.

[*Signatures on the following page*]

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2020.

_____
Salvador Melendez, Mayor

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

_____
Irma Barajas
City Clerk

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

ATTACHMENT C

INITIAL STUDY/ NEGATIVE DECLARATION

FOR

DIGITAL BILLBOARD SIGN AT 7653 TELEGRAPH ROAD
DEVELOPMENT AGREEMENT NO. 01-20,
ZONE VARIANCE NO. 01-20, AND
ENVIRONMENTAL NO. 102-20-ND

MONTEBELLO, CALIFORNIA

7653 TELEGRAPH ROAD
MONTEBELLO, CA 90640

MAY 2020

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INITIAL STUDY/NEGATIVE DECLARATION

Project Title

Initial Study/Negative Declaration for the Proposed Digital Billboard at 7653 Telegraph Road

Lead Agency

City of Montebello
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Contact Person and Phone Number

Ms. Josephine Pham
(323) 887-1200, ext. 494

Project Location

7653 Telegraph Road
Montebello, CA 90640

Project Sponsor

Ms. Danielle Hayman
Becker Boards Small, LLC
4234 East Indian School Road
Phoenix, AZ 85018

General Plan Designation

Industrial

Zoning

M-2 (Heavy Manufacturing) zone

Description of Project

Project Location

The Project site is located within the City of Montebello (the "City") in east Los Angeles County (see Figure 1 and Figure 2). The 6,500-square-foot property is located at 7653 Telegraph Road (Assessor's Identification Number [AIN] 6354-027-016) and is currently developed with an AT & L Tile Depot, including a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt surface parking lot. The Project site is bordered by commercial development to the west, industrial development to north, a low-cost hotel to the east, and Telegraph Road to the south. The Project site has approximately 160 feet of frontage along Telegraph Road adjacent to the northbound lanes of Interstate 5 ("I-5") within the I-5 Freeway Digital Display Sign Corridor per Montebello Municipal Code ("MMC") Section 17.62.105(B)(1), Off-Premises Digital Display Signs.

The Project site is completely developed and located within an industrial district of the City. The Project site is currently occupied by AT & L Tile Depot, including a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt surface parking lot. Additionally, the Project site includes a two-sided static billboard located on the southwest corner of the property approximately 12 feet from the sidewalk.

Surrounding Land Uses

Telegraph Road runs parallel to the I-5 freeway for approximately 4.6 miles between its intersections with Slauson Avenue and South Downey Road. In the immediate vicinity of the Project site, Telegraph Road is separated from I-5 to the southwest, by undeveloped land ranging in width from approximately 10 to 90 feet and characterized by ruderal (i.e., weedy) vegetation and a few mature trees (see Figure 3).

Telegraph Road has a paved width of approximately 60 feet and provides two northbound and two southbound lanes separated by a center left-turn lane. Narrow pedestrian sidewalks are located on either side of the roadway, ranging in width from approximately 3 to 6 feet. Both sides of the roadway are lined with above ground power lines and street lamps regularly spaced every 200 feet. A 5-foot-tall chain link fence lines the southbound side of the roadway, between the sidewalk and undeveloped land adjacent to the I-5.

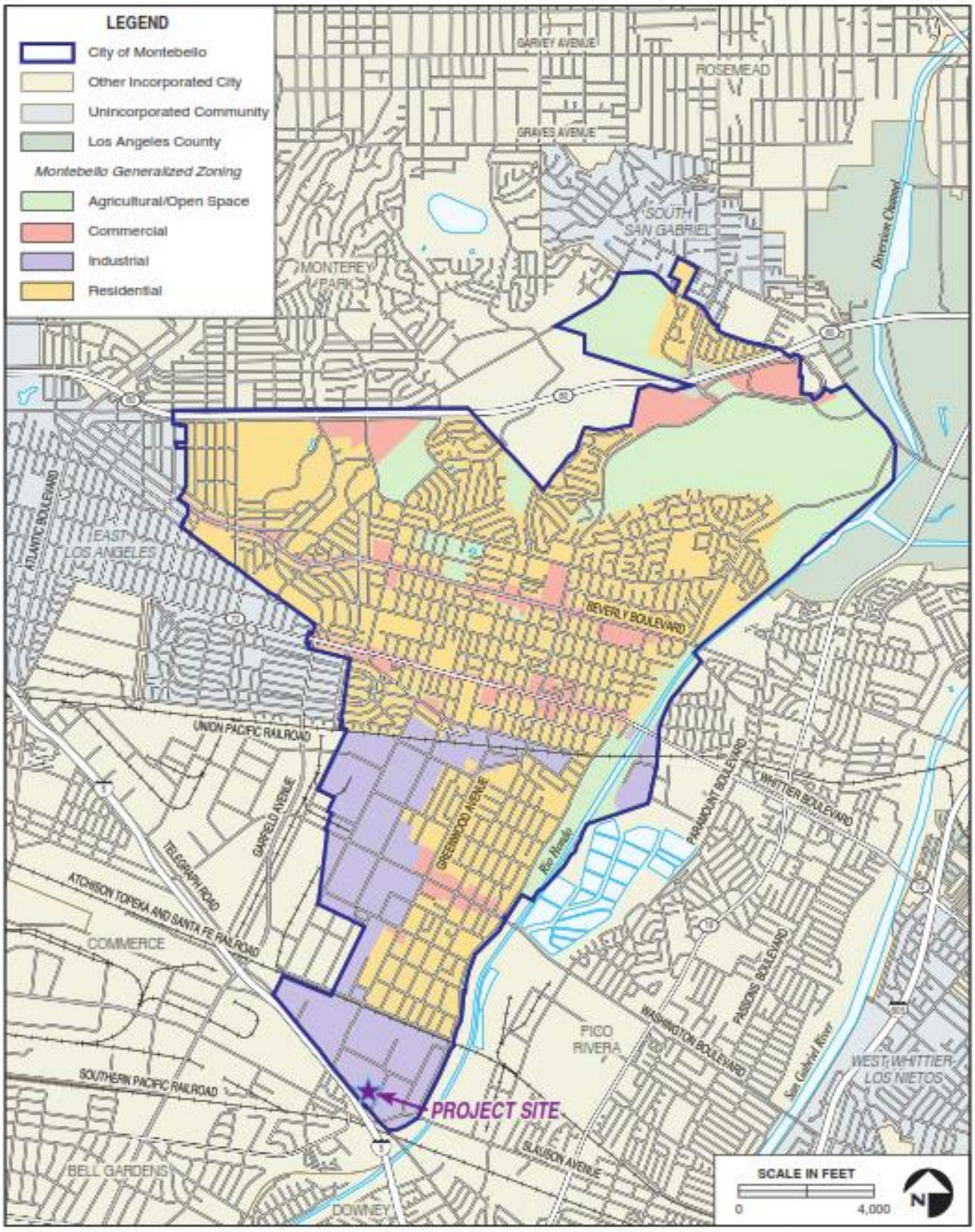
The properties along Telegraph Road are primarily developed with buildings ranging from one to six stories in height with associated paved asphalt surface parking lots, accessible via driveways along Telegraph Road. Some properties are surrounded by chain-link or wrought iron fencing separating the property boundary from the adjacent pedestrian sidewalk. Limited landscaping is present, usually consisting of low-growing shrubbery or palm trees.

Several other billboards are located on the properties along Telegraph Road, including a limited number of digital billboards, the nearest of which is located at 7601 Telegraph Road, approximately 520 feet to the northwest of the Project site. The majority of billboards along Telegraph Road in the vicinity of the Project site include static displays (e.g., EMPIRE Cleaning Supply, Starbucks, HD Supply Home Improvement Solutions, Best Star Inn).

wood.

7653 Telegraph Road, Montebello
Regional Location

FIGURE 1



wood.

7653 Telegraph Road, Montebello
Project Site Vicinity

FIGURE 2

The Project site and the surrounding development in the immediate vicinity are designated as M-2 (Heavy Manufacturing, MMC Chapter 17.36) zone. HD Supply Home Improvement Solutions is located immediately adjacent to the west of the Project site at 7601 Telegraph Road. This property includes a two-story building and an associated paved asphalt surface parking lot accessible via a driveway along Telegraph Road. A two-sided digital billboard is located in the west corner of this property. Quality Inn & Suites is located immediately adjacent to the east of the Project site at 7709 Telegraph Road. This property includes a six-story hotel building, an outdoor patio with a pool, and associated paved asphalt surface parking lot accessible via driveways from Telegraph Road and Gage Road.

Existing Development at the Project Site

The 2.3-acre Project site is developed with a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt surface parking lot that can be accessed via Telegraph Road. The main building that fronts Telegraph Road is the AT & L Tile Depot, a two-story, 101,640-square-foot commercial warehouse. The two buildings immediately behind (i.e., to the north of the commercial warehouse) are one-story storage buildings. The one-story building at the back of the property serves as a truck loading dock for the AT & L Depot (see Figure 3). The Project site includes a small planter located adjacent to the sidewalk along Telegraph Road that contains four small palm trees and low growing shrubbery. The Project site also includes an existing two-sided static billboard located on the southwest corner of the property, approximately 12 feet from the sidewalk. The north-facing display is bulletin size measuring 14 feet tall and 48 feet wide, while the south-facing display is poster size measuring 12 feet by 24 feet. The sign is supported by a two-pole support mounts reaching a total height of approximately 60 feet, visible to both northbound and southbound vehicles traveling along Telegraph Road and I-5.

Telegraph Road is characterized by many vertical visual features including billboards, power lines, street lamps, and fencing. The existing static billboard located on the southwest corner of the Project site is visible by northbound and southbound vehicles traveling along Telegraph Road and I-5.

FIGURE 3

7653 Telegraph Road, Montebello
Project Site

wood.

Proposed Project

The proposed billboard would have a two-sided digital display, reaching a maximum height of 75 feet.

Under the proposed Project, Becker Boards Small, LLC (the "Applicant") would demolish the existing two-sided static billboard and construct a new two-sided digital billboard. The proposed digital billboard would consist of two back-to-back digital display panels pinched together at one end – creating a "V" shape –allowing the billboards' commercial advertisements to be visible to vehicles traveling in both northbound and southbound directions on Telegraph Road and I-5. Each of the digital display panels would have dimensions of 14 feet high and 48 feet wide for a total display area of 672 square feet per panel. The digital display panels would be affixed to a support – named for its triangular or "V" shape – that would be supported by a single 4-foot diameter pole mount structure protected by a 6-foot-wide by 5-foot-deep pole cover. Non-illuminated City logos would be affixed on either side of the pole mount structure. The top of the sign would be a maximum height of 75 feet, in accordance with MMC Section 17.62.105(E)(7). Electrical utility connections would be installed underground to connect the digital billboard to the existing on-site power source adjacent to the existing AT & L commercial warehouse. No structures or buildings other than the digital billboard are proposed at the Project site.

The proposed digital billboard would be located within 1,000 feet of the existing off-site digital billboard located at 7601 Telegraph Road (HD Supply Home Improvement Solutions) on the same side of the I-5. As such, construction of the proposed digital billboard would necessitate a Zoning Variance pursuant to MMC Section 17.62.105(E)(3). The proposed Project would also require a Development Agreement between the Applicant and the City per MMC Section 17.62.105(B) to establish measures for the construction, maintenance, and operation of the digital billboard. The terms of this Development Agreement shall remain in effect for 10 years from the date that the proposed digital billboard becomes operational or until the permanent removal of the digital display billboard, whichever occurs first. The term may be extended through a mutually agreed upon written extension.

As a part of the proposed Project, the Applicant shall implement measures described in the Development Agreement, including but not limited to the following:

- The Applicant shall pay an annual Development Fee as stipulated in the Development Agreement.
- The Applicant shall provide the City advertising space for the purposes of posting public service announcements and City-related advertising and announcements, free of charge and on a space-available basis.
- The Applicant shall make available advertising space for "Amber Alert" or other emergency messages, free of charge.

- The Applicant shall not utilize the proposed digital display billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," or any matter that is prohibited by any City ordinance.
- The Applicant shall comply with all development standards in MMC Section 17.62.105, including but not limited to:
    - The display must utilize automatic dimming technology to adjust the brightness of 0.3 foot-candles above the ambient light levels at 250 feet. (The digital sign would be brighter in the daytime and dimmer at nighttime.)
    - The interval between the changes in digital content shall be a minimum of 8 seconds and the images shall change instantaneously, without special transitional effects.
    - The display must revert to a black screen or turn off immediately if 10 percent of the digital display screen malfunctions.
- Structural calculations by a licensed civil engineer shall be required for the proposed digital billboard.
- The Applicant shall comply with all applicable California Building Code (CBC) requirements.
- The Applicant shall comply with the new digital billboard approval of the California Department of Transportation (Caltrans) Outdoor Advertising Division.
- The Applicant shall maintain acceptable clearance from the Southern California Edison (SoCal Edison) distribution lines.
- The Applicant shall comply with standards as adopted by the Outdoor Advertising Association of America (OAAA) including but not limited to:
    - The 0.3 foot-candle limitation over ambient light levels at 250 feet.
    - Ensuring additional flexibility in reducing maximum light level standard given the lighting environment, and automatic dimming capabilities and a contact person to respond to any reasonable complaints from the City (City Planning Director or designee).

Construction

Construction of the proposed Project would occur over an estimated 2- to 4-week period – beginning in Fall 2020 – and would involve the use of heavy haul trucks as well as a crane, excavator, and drilling rig.

Construction would begin with a crane used to remove the existing static billboard and the two exiting pole support mounts. Following the removal of the existing static billboard, the existing concrete footings would be excavated and removed from the Project site. To construct the footings for the new pole support mount, a drilling rig would be used to drill a hole approximately 5 feet in diameter and 42 feet deep. The pole support mount would be lifted into place and inserted into the hole by crane, as concrete is poured into the hole to set the pole support mount in place. The pie support and digital billboard would be assembled on-site and held in place by the crane as they are welded to the pole support mount. Minor trenching would occur between the pole support mount and the AT & L commercial warehouse to connect the digital billboard to the existing on-site power source adjacent to the existing commercial warehouse. Temporary construction staging, and equipment laydown areas associated with the proposed Project would be located on-site within the paved asphalt surface parking lot area immediately south and east of the existing static billboard (refer to Figure 3).

Construction associated with the proposed Project would require approximately 10 truck trips for removal of the existing static display and delivery of the support mount, digital display, and other associated materials. It is estimated that up to 8 construction workers would be on-site for the duration of the construction activities. Construction activities would be limited to the hours between 7:00 am to 8:00 pm during weekdays and between 9:00 am and 6:00 pm on weekends and holidays, consistent with requirements codified in the City's Noise Ordinance MMC Section 9.08.050(I).

Surrounding Land Uses

Zoning (MMC Chapter 17.04)

North:	M-2 Heavy Manufacturing
South:	I-5 Freeway and C/M1 (Commercial Manufacturing) in the City of Commerce
East:	M-2 Heavy Manufacturing
West:	M-2 Heavy Manufacturing

Land Use (City of Montebello 1973b)

North:	IND (Industrial)
South:	I-5 Freeway and C/M1 (Commercial Manufacturing)
East:	IND (Industrial)
West:	IND (Industrial)

Other Agencies Whose Approval Is Required
(e.g., permits, financing approval, or participation agreement)

Implementation of the proposed Project would necessitate a zoning variance pursuant to MMC Section 17.62.105(E)(3) and a Development Agreement between the Applicant and the City of Montebello per MMC Section 17.62.105. The proposed Project would be subject to review and approval by the City of Montebello. No other permits, financing approval, or participating agreements would be necessary.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

Evaluation of Environmental Impacts

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.

4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5) Earlier analyses may be used where, pursuant to the tiering, Program EIR or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D).

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A references list should be attached and other sources used or individuals contacted should be cited in the discussion.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?			X	

Discussion:

a. **No Impact.**

According to the City's General Plan, the Project site is not located within or adjacent to a known or identified scenic vista (City of Montebello 1973a, 1973b). Additionally, the Project site is not visible from any scenic vistas within the City of Commerce, located across the I-5 (City of Commerce 2008). Therefore, construction and operation of the proposed digital billboard would have *no impact* on scenic vistas.

b. **No Impact.**

The Project site is completely developed with a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt parking lot. There are no trees, rock outcroppings, or historic buildings located within the Project site or the immediate vicinity. Additionally, there are no state or county scenic highways in the City of Montebello (City of Montebello 1975a; California Department of Transportation [Caltrans] 2020). Therefore, construction and operation of the proposed digital billboard would have *no impact* on scenic resources within a state scenic highway.

c. **Less than Significant.**

The Project site is located within a heavily urbanized area with extensive industrial and commercial development. The nearest residential area is located approximately 450 feet west of the Project site, across the I-5, in the City of Commerce. As such, the Project site and the surrounding vicinity shall not be visually sensitive. The visual character of the Project site is defined by the proximity to I-5, surrounding multi-story buildings, paved asphalt surface parking lots, above ground powerlines, street lamps, and fencing. Additionally, the Project site is located within the I-5 Freeway Digital Display Sign Corridor (refer to Figure 3), which includes numerous static billboards as an existing digital billboard at 7601 Telegraph Road, approximately 520 feet to the northwest of the Project site. The removal of the existing static billboard and construction of a digital billboard would not noticeably degrade the visual character or quality in the area (e.g., along Telegraph Road, I-5, or any of the surrounding areas) and impacts would be *less than significant*.

d. **Less than Significant.**

The dominate source of nighttime lighting in the Project vicinity is vehicle headlights along the I-5 as well as lighting associated with adjacent industrial and commercial uses. The nearest light-sensitive residential area is located approximately 450 feet west of the Project site, across the I-5, in the City of Commerce. The Quality Inn is located immediately adjacent to the Project site; however, this area experiences substantial nighttime lighting from vehicle headlights along I-5. The proposed digital billboard would introduce a new source of light; however, the digital billboard would be required to comply with Caltrans Outdoor Advertising Division, Outdoor Advertising Association of America (OAAA) and MMC Section 17.32.210. As such, operation of the proposed digital billboard would observe a 0.3 foot-candle limitation over ambient light levels at 250 feet.[1] Additionally, the proposed digital billboard would be required to have automatic dimming capabilities as well as a contact person to respond to any reasonable complaints from the City (City Planning Director or designee). A photometric study, prepared by a City-approved lighting engineer, and visual simulations shall be provided by the Applicant as directed by the City Planning Director pursuant to MMC Section 17.62.105(D) prior to the issuance of an Off-Premises Digital Display Sign Permit. Conformance with City regulations would ensure that potential light and glare impacts would be *less than significant*.

[1] Light measurements utilize foot-candles as a unit of lighting intensity, which is the amount of light produced by a single candle when measured from one foot away (for reference, a 100-watt light bulb produces 137 foot-candles at one foot away) (Watchfire, 2016)

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE RESOURCES. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220[g]), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 5110[g])?				X
d. Result in the loss of forest land or conversion of forest land to non-forest use?				X
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion:

a. **No Impact.**

The Project site is located within a highly urbanized area with extensive industrial and commercial development. No agricultural lands are located within the Project site or the immediate vicinity. Ground disturbance associated with the proposed Project would be minimal and localized to the previously disturbed and paved areas immediately surrounding the existing static billboard. Therefore, there would be *no impact* to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

b. **No Impact.**

The proposed Project would not conflict with existing zoning for agricultural uses because the Project site and the surrounding area is zoned as M-2 (Heavy Manufacturing) (City of Montebello 1973b). Therefore, there would be *no impact* as the proposed Project would not conflict with an existing agricultural use or Williamson Act contract.

c., d. **No Impact.**

Neither the Project site nor the surrounding area support or are zoned as forest land, timberland, or timberland production use. Therefore, there would be *no impact* as the proposed Project would not conflict with existing zoning for forest land, timberland, or timberland production or otherwise result in the loss or conversion of forest land.

e. **No Impact.**

The proposed Project would not result in the conversion of farmland or forest land because no farmland or forest land exists on the Project site or in the Project vicinity. Therefore, there would be *no impact*.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?			X	
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	

c. Expose sensitive receptors to substantial pollutant concentrations?			X	
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

Discussion:

a. - c. **Less than Significant.**

The Project site is located within the South Coast Air Basin and is subject to air quality management plans and guidelines developed by the South Coast Air Quality Management District (SCAQMD). The SCAQMD sets thresholds for construction and operational emissions.

Demolition and construction activities associated with the proposed Project would occur in Fall 2020 and last for a period between 2 and 4 weeks. Daily construction emissions associated with the proposed Project were estimated using the California Emissions Estimator Model (CalEEMod). Construction emissions would be minimal and would remain well below the thresholds set by the SCAQMD (see Appendix A). Further, standard measures would be implemented during construction to reduce substantial release of pollutants and fugitive dust emissions, including: watering unpaved surfaces at least twice daily; watering all materials transferred off-site sufficiently at a minimum of 2-foot distance between the top of the trailer and the top of the material; street sweeping if visible dust is deposited upon public paved roadways; and maintaining and operating construction equipment so as to minimize exhaust emissions. As such, impacts to air quality during construction, would be *less than significant*.

Following installation, the energy demand of proposed digital billboard would be an estimated 6,500 kilowatt hours (kWh) per month. (For reference, the according to the Energy Information Administration [EIA], in 2018, the average annual electricity consumption for a U.S. residential home customer was 10,972 kilowatt hours [kWh] per month [EIA 2020]). Operational emissions would be minimal and would remain well below the thresholds set by the SCAQMD (see Appendix A). As such, impacts to air quality associated with operation of the proposed digital billboard would be *less than significant*.

d. **Less than Significant**

The proposed Project would involve the construction and operation of a digital billboard, which is not a land use typically associated with emitting objectionable odors. Construction-related activities, including exhaust from construction equipment and application of asphalt over ground disturbed during drilling for the footings and trenching for the utilities may generate minor temporary odors. These odors are not particularly pungent and would be consistent with the ongoing industrial operations along Telegraph Road. Additionally, these effects would be temporary – lasting for a period of 2 to 4 weeks. The proposed Project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances related to odors. Therefore, impacts related to odors and other emissions would be *less than significant*.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X

d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion:

a. - f. **No Impact.**

The proposed Project would not result in any vegetation removal as construction activities would be limited to a previously disturbed area within a paved asphalt surface parking lot. Therefore, there would be no direct impacts to biological resources. Potential indirect impacts to biological resources could result from temporary construction noise. However, the Project site is located within a heavily urbanized area with extensive industrial and commercial development. Further, the Project site is located within a Noise Impact Zone for the I-5 (greater than or equal to 65 Constant Noise Equivalency Level [CNEL]), as defined by the Noise Element of the City's General Plan. At a distance of 285 feet from the freeway, noise levels can reach 70 A-weighted decibels (dBA) (City of Montebello 1975b). As such, construction-related noise from the proposed Project would not noticeably increase ambient noise levels in the vicinity of the Project site and indirect impacts to biological resources would be minimal. The Project site does not support habitat for candidate, sensitive, or special status species. Further, construction activities and operation of the proposed digital billboard would not have any effect on any state or federally protected wetlands, riparian habitats, or other sensitive natural communities identified in local or regional plans, policies, and regulations by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, as none exist on or in the vicinity of the Project site. The proposed Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The proposed Project would not conflict with any local policies or ordinances protecting biological resources, provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation. Therefore, the proposed Project would have *no impact* on biological resources.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				X
c. Disturb any human remains, including those interred outsides of formal cemeteries?				X

Discussion:

a., b. **No Impact.**

Proposed construction activities would involve excavation and removal of the existing concrete footings, drilling of a foundation hole to a depth of approximately 42 feet deep, and minor utilities trenching. All ground disturbances would occur in a previously disturbed area within a paved asphalt surface parking lot. Additionally, drilling for the pole mount support would occur on the same area that was previously drilled when the existing static billboard was installed. As such, construction activities associated with the proposed Project would not be expected to encounter historic or archaeological resources as defined by CEQA Guidelines §15064.5 and there would be *no impact*.

c. **No Impact.**
There are no known human remains in the Project area. The Project area is not part of a formal cemetery. Additionally, the Project area was previously disturbed by construction of existing industrial uses, as such, human remains are not expected to be encountered during construction and there would be no *impact*.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. ENERGY RESOURCES. Would the project:				
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Discussion:

a., b. **No Impact.**

Energy usage for construction-related activities results from materials production, waste generation, and transportation (e.g., materials delivery, construction worker commutes, etc.). Construction of the proposed digital billboard would not generate unnecessary waste. All waste materials associated with the removal of the existing static billboard would be recycled or deposited in construction and debris landfills in compliance with all applicable federal, state, and local laws.

Demolition of the existing static billboard and construction of a new digital billboard would include the installation of underground electrical utilities. Energy demand required to operate the proposed Project is estimated at 6,500 kWh per month. The annual energy use of a digital billboard may range from 50 to 320 Megawatt hours (MWh), placing the proposed Project (78 MWh annually) on the lower end of that range (Young 2010). Therefore, operation of the proposed digital billboard would not result in the use of large amounts of energy or use of energy in a wasteful manner. Energy efficiency plans adopted by the City of Montebello include the California Green Building Standards Code and the California Energy Code. The proposed Project would be subject to compliance with all applicable federal and state energy standards and is not expected to consume energy resources in a wasteful or inefficient manner; therefore, there would be *no impact*.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GEOLOGY AND SOILS. Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii. Strong seismic ground shaking?			X	
iii. Seismic-related ground failure, including liquefaction?			X	
iv. Landslides?				X
b. Result in substantial soil erosion or the loss of topsoil?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off- site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	

d.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

Discussion:

a. i., ii., iii. **Less than Significant.**

The Project site is not located within an Alquist-Priolo Special Studies Earthquake Fault Zone (California Department of Conservation 2019). As such there is no potential for ground rupture at the Project site. However, the region of Southern California is a seismically active area with numerous active and potentially active faults, which could result in ground shaking at the Project site during an earthquake. The nearest known active fault to the Project site is the East Montebello Fault, located approximately 4.95 miles to the north. The Project site is also located within an area mapped as a liquification zone (California Department of Conservation 2019). Liquefaction occurs when loose, water-saturated sediments lose strength and fail during strong ground shaking. Liquefaction is defined as the transformation of granular material from a solid state into a liquefied state as a consequence of increased pore-water pressure. The Applicant would provide structural calculations for the proposed digital billboard, prepared by a licensed civil engineer. The proposed Project would be required to comply with the most current CBC, which requires the incorporation of special structural design standards to attenuate hazards associated with credible seismic ground shaking events that are anticipated in the vicinity of the Project site. Compliance with all applicable requirements of the CBC would be assured through City review of the structural calculations for the proposed digital billboard prior to the issuance of a Construction Permit. Therefore, impacts related to seismic ground shaking would be *less than significant*.

a. iv. **No Impact.**

The proposed Project is not located within an area that is considered at risk for landslides (California Department of Conservation 2019). The Project site is completely developed including a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt surface parking lot. The topography of the Project site is generally level and no hillsides are located within the immediate vicinity. Therefore, there would be *no impact* related to landslides.

b. **No Impact.**

The proposed Project would not result in substantial soil erosion or loss of topsoil. Ground disturbing activities would be limited to a previously disturbed area within a paved asphalt surface parking lot. Ground disturbing activities associated with the proposed Project would include excavation of the existing concrete footings, drilling for the placement of the new pole support mount, and minor trenching for the installation of underground utilities. Given the existing development at the Project site, the limited area of disturbance, and the fact that excavated soils would not be left on-site to erode, there would be *no impact* related to soil erosion or loss of topsoil. Additionally, the proposed digital billboard would not increase the volume or velocity of water discharged from the Project site. Accordingly, there would be *no impact* related to soil erosion or loss of topsoil associated with the operation of the digital billboard.

c., **Less than Significant.**

As previously described, the Project site is generally level and completely developed with a commercial warehouse, two storage buildings, a truck loading dock, and a paved asphalt parking lot. Potential impacts related to landslide, lateral spreading, soil stability, and liquefaction potential would be *less than significant* due to mandatory compliance with the applicable requirements and standards of the CBC.

e. **No Impact.**

The proposed Project would neither require nor involve the installation of a septic tank or an alternate wastewater disposal system. The proposed Project would not generate wastewater and would have *no impact* related to wastewater disposal.

f. **No Impact.**

Trenching activities associated with the proposed Project would be shallow and would not exceed a depth greater than 5 feet. Drilling for the pole mount structure would extend to a depth of 42 feet; however, drilling activities would occur in the same area that was previously drilled when the static billboard was first constructed. The potential to impact unidentified paleontological resources or significant fossils resources, considered "Unique Geologic Features," as defined by the California Department of Conservation, is remote. Due to previous ground disturbing activities, there would be *no impact* associated with the proposed Project.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. GREENHOUSE GAS EMISSIONS. Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Discussion:

a. **No Impact.**

Construction-related GHG emissions associated with the proposed Project would primarily be associated with use of off-road construction equipment, on-road hauling and vendor truck trips, and worker vehicle trips. However, such emissions would be temporary, limited to the 2- to 4-week construction period. Construction-related GHG emissions for the proposed Project were calculated using CalEEMod and were estimated at approximately 14.64 metric tons of CO_2 emissions (MT CO_2e) per year, far below SCAQMD thresholds (see Appendix A). The primary source of operational GHG emissions would be attributed to electricity consumption of the proposed Project. Electricity use for each of the proposed digital billboard panels is considered to be nominal (less than 1 MT CO_2e annually) and GHG emissions would not exceed SCAQMD thresholds of 1,400 MT CO_2e per year for commercial projects. Therefore, operational emissions associated with the proposed Project would be *less than significan*t.

b. **No Impact.**

The proposed Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. The proposed Project, including the proposed Zoning Variance pursuant to MMC Section 17.62.10(E)(3), would be consistent with the City's General Plan (City of Montebello 1973a, 1973b) and MMC and is not a use that creates a significant source generator of GHG emissions. The proposed Project would not conflict with Assembly Bill 32 (AB 32) and the California Air Resource Board (ARB) Scoping Plan. Therefore, there would be no impact related to applicable GHG reduction plans.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				X

Discussion:

a., b. **Less than Significant.**

The proposed Project would include the temporary use of construction equipment that would be fueled or serviced using petroleum, oils, and lubricants. While such materials are not acutely hazardous and would not be used in large quantities, implementation of the proposed Project would introduce hazardous materials, and by extension, risk of accidental spills or leaks. The presence of construction-related hazardous materials would be temporary and would occur in minimal amounts. Further all storage, handling, transport, use, and disposal of these materials would comply with applicable federal, state, and local regulations. Compliance with these regulations would ensure potential impacts related to hazardous materials would be *less than significant*.

c**. No Impact.**

The schools located nearest to the Project site include: Suava Elementary School located approximately 1.15 miles to the southwest, Greenwood Elementary School located approximately 1.35 miles to the northeast, and Ellen Ochoa Prep Academy located in Pico Rivera, approximately 0.85 miles to the southeast. No new schools are under construction or proposed within the Montebello Unified School District or El Rancho Unified School District. Therefore, there would be no impact to schools located within a 0.25-mile radius of the Project site.

d. **Less than Significant.**

The Project site is not listed as a hazardous materials site under Government Code §65962.5 (Department of Toxic Substances Control 2020). The Project site is listed as a facility that stores hazardous chemicals, specifically propane (California Environmental Protection Agency 2020). Chemical storage is regulated by California Environmental Reporting Systems and overseen by local agencies and evaluations of the Project site are conducted by local agencies, as required by applicable regulations. Construction of the proposed Project would be limited to a previously disturbed area in the paved asphalt surface parking lot. This area is located outside of the existing commercial warehouse, storage buildings, and truck loading dock and is not used for chemical storage. All construction activities would follow standard Best Management Practices (BMPs) and construction safety protocols such that a hazard to the public would not be created during the 2- to 4-week construction period. For example, fueling and cleaning of construction equipment would occur at designated areas off-site. All hazardous materials on-site would be properly contained and disposed of for the duration of construction. Therefore, potential impacts would be *less than significant*.

e. **No Impact.**

The Project site is not located within 2 miles of a public airport or public use airport. The nearest airports are the San Gabriel Airport, located approximately 8.8 miles northeast of the Project site, and the Compton/Woodley Airport, located approximately 8.8 miles southwest of the Project site. The Project site is located outside of the Airport Influence Area (i.e., the area in which land uses are regulated to minimize hazards from potential aircraft crashes) for all airports in Los Angeles County (Los Angeles County Department of Regional Planning 2004). There would be *no impact* as the proposed Project would not subject workers or residents in the area to excessive hazards or noise related to aircraft operations.

f. **No Impact.**

The Project site is not located on any emergency evacuation routes adopted by the City of Montebello. Designated evacuation and disaster routes include State Highway 60 located approximately 3.85 miles north, I-605 located approximately 2.45 miles east, and Garfield Avenue approximately 1 mile west. Construction staging and equipment laydown areas would be located on the Project site (i.e., outside of the public right-of-way) and would not impair or physically interfere with access of emergency response vehicles in the area. Therefore, there would be *no impact* associated with the construction or operation of the proposed digital billboard. Additionally, it should be noted that the Applicant shall make advertising space available to the City for "Amber Alert" or other emergency messages, free of charge.

g. **No Impact.**

The proposed Project would not directly or indirectly exacerbate risk involving wildland fires. The Project site is not located in a Fire Hazard Severity Zone (FHSZ) and is not located within a wildland area or an urban-wildland interference zone (California Department of Forestry and Fire Protection 2007, 2008). Therefore, the implementation of the proposed Project would have *no impact* on wildfire risk.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
X. HYDROLOGY AND WATER QUALITY. Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?				X
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				X
i. result in a substantial erosion or siltation on- or off-site;				X
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				X
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				X
iv. impede or redirect flood flows?				X
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				X

Discussion:

a. **No Impact.**

The City – including the Project site – is located within the greater Los Angeles River Watershed. The Los Angeles Regional Water Quality Control Board (RWQCB) provides a Stormwater Quality Management Plan (SQMP), which outlines water quality objectives and ensures stormwater achieves compliance with receiving water limitations. To achieve compliance with the SQMP standards, developments are required to provide plans that demonstrate compliance with the NPDES and Urban Storm Water Mitigation Plan (USWMP). The proposed Project would demolish the existing static billboard and construct a new digital billboard. Operation of the proposed digital billboard would not generate pollutants that could be washed away by storm water runoff. As such, the proposed Project would not violate water quality standards or waste discharge requirements and there would be *no impact* related to water quality.

b. **No Impact.**

The proposed Project involves the demolition of an existing static billboard and construction a new digital billboard within a previously developed area. The area affected by the proposed Project is currently a paved asphalt surface parking lot. Construction of the proposed digital billboard would not affect the total area of impervious surface area at the Project site or the surrounding vicinity. As such, implementation of the proposed Project would have *no impact* on groundwater consumption and would not interfere with groundwater recharge.

c. i., ii., iii. **No Impact.**

As previously described, the Project site is completely developed and impervious surface area would not be increased following completion of the proposed Project. The proposed Project involves the demolition a static billboard and construction of a digital billboard. The proposed Project would not affect the rate or amount of surface runoff or contribute to the potential for exceeding the capacity of existing storm drain system. During construction, the proposed Project would involve minimal ground disturbance

such as excavation for replacement of the existing support structure drilling associated with the new pole support mount, and trenching during the installation of underground electrical utilities. Construction would follow applicable BMPs outlined in the *California Storm Water Best Management Practice Handbook, Construction Activity*, including applying water to prevent or alleviate dust nuisances, street sweeping and vacuuming, and use of silt fencing. There are no rivers, streams, channels, or other surface water features that transverse the Project site. The Rio Hondo Channel is located approximately 0.40 miles from the Project site but would not be affected by the proposed Project. Therefore, the Project would *no impact* on nearby waters.

d. **No Impact.**

The Project site is not located within a flood hazard area as designated by the Federal Emergency Management Agency (FEMA). Additionally, the Project site is located approximately 15 miles inland from the Pacific Ocean at an elevation of 155 feet above mean sea level. As such, the Project site is not located within a Tsunami Inundation Area (California Department of Conservation 2019). The City's General Plan does not list seiches as a potential hazard to the area (City of Montebello 1973a, 1973b). Therefore, no pollutants would be released due to inundation of the Project site and *no impact* would occur.

e. **No Impact.**

Construction activities associated with the proposed Project would involve minimal ground disturbance and would not affect water quality or groundwater management. Further, construction activities would comply with all applicable water quality control plans and sustainable groundwater management plans, therefore, the proposed Project would have *no impact.*

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				X
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

Discussion:

a. **No Impact.**

The Project site is located within a heavily urbanized area with extensive industrial and commercial development. The City's General Plan designated the Project site as Industrial. The City's Zoning Map designates the Project site as M-2 (Heavy Manufacturing). The proposed digital billboard would be consistent with this use and not include development that would affect vehicle, bicycle, or pedestrian traffic. Therefore, the proposed Project would not divide an established community and would have *no impact*.

b. **Less than Significant.**

The Project site is located within the I-5 Freeway Digital Display Sign Corridor which refers to any area along the southern terminus of the City within 200 feet of the I-5 Interstate Freeway right-of-way boundary (MMC §17.62.105 [B][1]). Off-premises digital display signs, such as the proposed billboard, are restricted to only occur within the Digital Display Sign Corridors of the I-5 or the State Route 60, pursuant to MMC Section 17.62.105[B]. As such, the Project site is suitable for an off-premises digital billboard. Nevertheless, implementation of the proposed Project would require a Development Agreement pursuant to MMC Section 17.62.105[C][1], which states installation of a new off-premises digital display sign shall be allowed with the approval of a Development Agreement by the City Council. Additionally, the proposed Project would require a Zoning Variance to allow for the construction a digital display sign within 1,000 feet of an existing digital billboard on the same side of the freeway, pursuant to MMC Section 17.62.105[E][3]. With these approvals, the proposed Project would conform with existing land use and planning regulations and impacts would be *less than significant*.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. MINERAL RESOURCES. Would the project:				
a. Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally important				X

mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				

Discussion:

a., b. **No Impact.**

The proposed Project is not located within a known Mineral Resource Zone or an area with active mining operations. The City's General Plan designates no mining sites within the City (City of Montebello 1973a). The proposed Project is located in an urbanized area that has been developed with industrial uses for many years and does not contain any known mineral resources that would be of value to the region and the residents of the state. Therefore, the proposed Project would have *no impact* on mineral resources.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. NOISE. Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b. Generation of excessive groundborne vibration or groundborne noise levels?			X	
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion:

a., b. **Less than Significant.**

The proposed Project may result in temporary increases of noise and vibration during construction from operation of construction equipment and heavy haul trucks. However, the proposed Project site occurs within a developed industrial area and the nearest residential area is located 450 feet west, across the I-5. A low-budget hotel is located adjacent to the Project site; however, the ambient noise levels at these accommodations are dominated by vehicles along traveling Telegraph Road and I-5. In addition, construction activities associated with the proposed digital billboard would comply with City regulations limiting construction activities to the hours between 7:00 am to 8:00 pm during weekdays and between 9:00 am and 6:00 pm on weekends and holidays, consistent with requirements codified in the City's Noise Ordinance (MMC Section 9.08.050[l]). Therefore, temporary noise-related impacts would be *less than significant*.

c. **No Impact.**

The proposed Project is not located within an area outlined in the Los Angeles County Airport Land Use Plan or within 2 miles of a public airport or private airstrip (Los Angeles Department of Regional Planning 2004). The nearest public airports (San Gabriel and Compton/Woodley) are located 8.8 miles away. Therefore, there would be *no impact* related to airport or aircraft noise.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. POPULATION AND HOUSING. Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

Discussion:

a. **No Impact.**

The proposed Project would include the demolition of an existing static billboard and construction of a digital billboard. Underground utilities would be installed to connect the proposed digital billboard to the existing on-site power source adjacent to the existing AT & L commercial warehouse. The proposed Project would not create or facilitate new businesses, homes, roads, or other growth-inducing infrastructure. Therefore, the proposed Project would have *no impact* on population growth.

b. **No Impact.**

The Project site is located within a heavily urbanized area with extensive industrial and commercial development. The proposed Project would not involve the addition or removal of housing and would have *no impact* on the existing housing stock within the City.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. PUBLIC SERVICES.				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X
Other public facilities?				X

Discussion:

a. **No Impact.**

The proposed Project would be limited to the demolition of an existing static billboard and the construction of a new digital billboard. Implementation of the proposed Project would not result in a population increase or otherwise create an additional need for governmental facilities or services (e.g., fire services, police services, schools, parks, etc.). There would be *no impact* to public services under the proposed Project.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. RECREATION.				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Discussion:

a., b. **No Impact.**

The proposed Project would demolish an existing static billboard and construct a digital billboard. As described in Section XV, *Public Services*, implementation of the proposed Project would not result in a population increase or otherwise necessitate the construction or expansion of recreational facilities.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRANSPORTATION/TRAFFIC. Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b. Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?				X
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d. Result in inadequate emergency access?				X

Discussion:

a. - d. **No Impact.**

The proposed Project would demolish an existing static billboard and construct digital billboard. The proposed Project would not alter existing circulation systems or the create new potentially hazardous circulatory elements. During construction activities, there would be a minor addition in traffic related to construction worker commutes and materials delivers; however, given the scope and extent of construction activities these trips would be minimal. Following the completion of construction-related activities, the proposed Project would not generate any additional vehicle trips. All staging and construction activity would occur on the paved asphalt surface parking lot of the Project site and would not interfere with the existing right-of-way or accessibility of emergency vehicles. Temporary flaggers would be positioned along Telegraph Road during crane use, as necessary, to ensure pedestrian safety.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. TRIBAL CULTURAL RESOURCES. Would the project:				
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				X
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or				X
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in				X

	subdivision (c) of Public Resource Code §5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				

Discussion:

a. i., ii. **No Impact.**

As described in Section V, *Cultural Resources*, the Project site is completely developed with a commercial warehouse, two storage buildings, a truck loading dock, and paved asphalt parking lot. As a consequence of this development, the Project site has been graded and native soils have been replaced or mixed with urban fill. The Project site does not contain any qualities, characteristics, or attributes that meet criteria set forth by Public Resources Code Section 5024.1 qualifying the site as a significant historical resource. Therefore, implementation of the proposed Project would have *no impact* on known tribal cultural resources.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c. Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				X
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				X

Discussion:

a**. Less than Significant.**

The proposed Project would not create or require any changes to water, wastewater treatment, storm water drainage, natural gas, or telecommunication facilities. The proposed Project would involve the installation of new underground electrical utilities to be connected to the existing on-site power source adjacent to the existing AT & L commercial warehouse. The existing utility infrastructure on-site would provide for the Project's projected energy consumption of 6,500 kWh per month needed to power the proposed digital billboard. Construction would occur on-site and involve minor ground disturbing activities; however, these activities would not interrupt the existing utilities serving the Project site. Therefore, the proposed Project has a *less than significant impact* on existing utilities.

b. - e**. No Impact.**

The proposed Project would not require the services of water, wastewater treatment, or solid waste systems. The proposed Project would not contribute to these systems or generate additional solid waste to be treated by these systems.

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	
Discussion: a. - d**. Less than significant.** No areas within the City of Montebello are located in or near state responsibility areas or a local responsibility area recommended as a Very High Fire Hazard Severity Zone (VHFHSZ) by California Department of Forestry and Fire Protection (CalFire). The Project site is completely developed and not located near lands with substantial amounts of fire-prone vegetation. The Project site is not located near slopes or affected by prevailing winds and would not expose people or structures to significant risks associated with pollutant concentrations, wildfire spread, flooding, or landslides. Construction staging and equipment laydown areas associated with of the proposed Project would occur on the Project site and would not impair emergency response or evacuation routes. As the Project site is not located in a fire hazard area, no activities that would occur on site would exacerbate wildfire risk. Therefore, impacts from the proposed Project would be *less than significant*. Additionally, it should be noted that the Applicant shall make advertising space available to the City for emergency messages, free of charge.				

Issues (and Supporting Information Sources):	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)			X	

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

Discussion:

a. **No Impact.**

The Project site is located within a heavily urbanized area with extensive industrial and commercial development. The proposed demolition of the existing static billboard and construction of a new digital billboard would not would not result in any vegetation removal and would have no impact on biological resources, sensitive or otherwise (refer to Section IV, *Biological Resources*). Additionally, all ground disturbance would occur in a previously disturbed area within a paved asphalt surface parking lot characterized by urban fill. As such, construction activities associated with the proposed Project would not be expected to encounter historic or archaeological resources as defined by CEQA Guidelines §15064.5 and there would be *no impact* (refer to Section V, *Cultural Resources* and Section XVIII, *Tribal Cultural Resources*).

b. **Less than Significant.**

Implementation of the proposed Project would result in *less than significant* impacts to the resource areas evaluated in this IS. The proposed removal of an existing static billboard and construction of a new digital billboard would result in an additional source of light within the I-5 Freeway Digital Display Sign Corridor (MMC Section 17.62.105[B][1]). The proposed digital billboard would be located approximately 520 to the southeast of an existing billboard located at 7601 Telegraph Road. As such, the proposed Project would have the potential to contribute to cumulative impacts related to nighttime lighting. However, the dominate source of nighttime lighting in the Project vicinity is vehicle headlights along the I-5 as well as lighting associated with adjacent industrial and commercial uses. While the proposed digital billboard would introduce a new source of light it would be required to comply with Caltrans OAA) and MMC Section 17.32.210. As such, operation of the proposed digital billboard would observe a 0.3 foot-candle limitation over ambient light levels at 250 feet. Additionally, the proposed digital billboard would be required to have automatic dimming capabilities as well as a contact person to respond to any reasonable complaints from the City (City Planning Director or designee). A photometric study, prepared by a City-approved lighting engineer, and visual simulations shall be provided by the Applicant as directed by the City Planning Director pursuant to MMC Section 17.62.105(D) prior to the issuance of an Off-Premises Digital Display Sign Permit. Conformance with City regulations would ensure that potential light and glare impacts would be *less than significant*. Therefore, the proposed Project would not have a substantial contribution to cumulatively significant impacts related to light within the I-5 Freeway Digital Display Sign Corridor.

c. **No Impact.**

The proposed Project involves the demolition of an existing static billboard and construction a new digital billboard within a heavily urbanized area with extensive industrial and commercial development. Implementation of the proposed Project would result in *less than significant* impacts to the resource areas evaluated in this IS, including air quality, hazardous and hazardous materials, noise, etc. As such, the proposed Project would not have any environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology and Soils		Greenhouse Gas Emissions		Hazardous and Hazardous Materials
	Hydrology and Water Quality		Land Use and Planning		Mineral Resources
	Noise		Population and Housing		Public Services
	Recreation		Transportation		Tribal Cultural Resources
	Utilities and Service Systems		Wildfire		Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards; and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects: 1) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards; and 2) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	

Signature

Date

Printed Name

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ATTACHMENT D

Pole cover design:
6’ wide x 5’ deep Aluminum fabricated pole cover
with Aluminum 1.5” x 1.5” x 3/16” internal framing
and .100 aluminum outer surface skin.

Main section of pole cover to have textured finish
painted Becker Blue (Dunn Edwards “Fountain City” #De5723),
and Light gray (Dunn Edwards ‘Glen Falls” #DE6332).
8” wide x 2” deep vertical accent to be silver metallic.

City of Montebello logo on 2 sides to be 6’ diameter.
1/8” thick plate aluminum with digital print graphic applied to front.

City of **Montebello**

26” tall Montebello letters and 14” tall “City of” letters to be
1/8” thick plate aluminum with satin black finish.
Stud mounted flush to white metal apron.

Pole cover welded to pipe support.

ITEM #17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Urgency Ordinance of the City of Montebello Amending Title 12 of the City of Montebello Municipal Code Adding Section 12.30 entitled "Aggressive Panhandling in Unauthorized and Unsafe Locations"**

DATE: **August 26, 2020**

RECOMMENDATION

It is recommended that City Council introduce and waive first reading of ordinance of the City of Montebello amending Title 12 of the Montebello Municipal Code adding Section 12.30 entitled "Aggressive Panhandling and Panhandling in Unauthorized and Unsafe Locations".

It is recommended that City Council determine that in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the project is exempt from CEQA because there is no possibility that the activity in question may have a significant effect on the environment.

BACKGROUND

The City of Montebello Municipal Code (MMC) does not contain a comprehensive or updated provision addressing the adverse impacts and public safety issues that arise with aggressive panhandling and panhandling at unsafe locations.

Pursuant to the California Constitution, all California cities have the power to create local ordinances that are not in conflict with general laws. This "police power" enables local governments to adopt regulations designed to promote general prosperity, particularly in regard to the public health, morals, and safety for its residents.

The City currently faces many challenges to personal and public safety because of aggressive panhandling, most specifically wherein persons stand in dangerous places begging for money, become aggressive against members of the public, or panhandle in areas where the public is a captive audience. The City's Municipal Code currently lacks the necessary enforcement tools to effectively regulate said activities.

Accordingly, the purpose and intent of the proposed ordinance is to protect the safety and welfare of the general public and improve the quality of life in the City of Montebello by imposing reasonable time, place, and manner restrictions on aggressive, intrusive, or unsafe panhandling, while respecting the constitutional rights of free speech for all citizens.

As a general matter, the right to panhandle, solicit, and beg whether for oneself or others, is constitutionally protected under the First Amendment of the United States and California Constitutions. The proposed ordinance, rather than prohibit all panhandling, would prohibit targeted forms of panhandling such as aggressive forms of panhandling and panhandling at specific locations in which members of the public are a captive audience, or which is occurring at unsafe locations.

Proposed Ordinance

Aggressive Panhandling

Aggressive forms of panhandling directed at residents, visitors, and business owners of the City are threats to public safety and welfare. Aggressive panhandling also undermines the public's inherent right to use and enjoy public places without being scared, intimidated, or accosted by aggressive panhandlers and creates a climate of anxiety among members of the public. Under the proposed ordinance, "aggressive panhandling" includes the following:

1. Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging in a manner that is intended or is likely to cause a reasonable person to:

    I. Fear bodily harm to oneself or to another, damage to or loss of property;
    II. Otherwise be intimidated into giving money or other thing of value;

2. Touching or causing physical contact while in the course of soliciting.
3. Intentionally blocking or interfering with the passage or freedom of movement in the course of soliciting.
4. Using violent or threatening gestures before, during, or after soliciting, asking or begging.
5. Closely following or approaching the person who has declined to give money or thing of value.
6. Using profane, offensive or abusive language that is likely to provoke an immediate violent reaction before, during, or after soliciting, asking, or begging.

Panhandling Prohibited at Specific Locations

The proposed ordinance also prohibits panhandling in places where members of the general public are likely to feel apprehension (because of the circumstances) because they are a captive audience, increasing the reasonable apprehension or sense of vulnerability of the person being solicited. This concern is particularly pronounced when individuals are approached for money while using an ATM, in an automobile, or while in an outdoor dining area because a person's claim that he or she has no money to give is less credible and any perceived fear of robbery is enhanced and exacerbates the target's sense of vulnerability. These specific locations include the following:

1. Within 40 feet of banks or ATM's;
2. Parking Lots after dark;
3. Within 20 feet of public transportation stops;
4. Within 20 feet of outdoor dining areas;
5. Within 20 feet of two or more persons or vehicles waiting in a queue.

Panhandling from an Unsafe Location

The proposed ordinance also prohibits panhandling from locations that are inherently unsafe for the panhandler themselves, pedestrians, and motorists. Soliciting in locations that impact vehicular traffic presents a threat to public safety due to the frequent stops due to the panhandling, adjacent traffic speeds, the amount of traffic, and accessibility all pose dangers to pedestrians, motorists, and the solicitors themselves. Thus, the proposed ordinance also would prohibit panhandling at the following locations:

1. On certain street medians within the City;
2. Within 20 feet of a driveway providing vehicular access to a private or public property

Any person found in violation of the proposed ordinance is subject to the penalties and remedies set forth under Chapter 1.12 of the MMC entitled General Penalty. Penalties under that chapter include being guilty of an infraction subject to fines of $100 for the first violation, $200 for the second violation within one year, and $500 for a third violation within one year, or being guilty of a misdemeanor subject to fines of not more than $1,000, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment.

FISCAL IMPACTS

The proposed ordinance is not anticipated to have any direct fiscal impact to the City of Montebello beyond general staffing and enforcement costs.

SUMMARY

The adoption of the proposed ordinance will provide City staff and Police Officers additional tools to combat aggressive panhandling and panhandling in specific locations and locations deemed unsafe.

ATTACHMENT(S):

A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING TITLE 12 OF THE MONTEBELLO MUNICIPAL CODE ADDING SECTION 12.30 ENTITLED AGGRESSIVE PANHANDLING & PANHANDLING IN UNAUTHORIZED OR UNSAFE LOCATIONS

WHEREAS, pursuant to the California Constitution, all California cities have the power to create local ordinances that are not in conflict with general laws under its "police powers," which enables local governments to adopt regulations designed to promote general prosperity, particularly in regards to the public health, morals, and safety for its residents;

WHEREAS, the City of Montebello ("City") Municipal Code ("Code") does not contain a comprehensive or updated provision addressing the public safety issues that arise with aggressive panhandling;

WHEREAS, the City currently faces many challenges to personal and public safety because of aggressive panhandling throughout the City, most specifically wherein persons stand in dangerous places begging for money, or become aggressive against members of the public when begging for money;

WHEREAS, City staff observes this type of activity throughout the City, but the biggest public safety issue arises when panhandlers are on City streets, public intersections, other public right-of-ways meant for vehicular traffic, and near various businesses where direct, unwelcome contact is made with patrons; and

WHEREAS, the Code currently does not have the necessary laws to be able to effectively regulate said activities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein as part of the findings for the passage of this Ordinance.

SECTION 2. Section 12.30, "Aggressive Panhandling & Panhandling in Unauthorized Locations" is hereby added to Title 12, "Streets, Sidewalks and Public Places" as follows:

CHAPTER 12.30

AGGRESSIVE PANHANDLING & PANHANDLING IN UNAUTHORIZED LOCATIONS

Sections:

12.30.010 Purpose and findings
12.30.020 Definitions
12.30.030 Aggressive panhandling prohibited
12.30.040 All panhandling prohibited at specified locations
12.30.050 Penalty
12.30.060 Non-exclusivity

12.30.010 Purpose and findings

A. It is the intent of the Council in enacting the ordinance codified in this chapter to improve the quality of life and economic vitality of the City, and to protect the safety of the general public against certain abusive conduct of persons engaged in aggressive panhandling by imposing reasonable restrictions on aggressive, intrusive, or unsafe panhandling while respecting the constitutional rights of free speech for all citizens.

B. Aggressive and intrusive panhandling typically includes approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic. The Council finds that an increase in aggressive and intrusive panhandling in the City has become extremely disturbing and disruptive to residents and businesses, and has contributed not only to the loss of access to and enjoyment of public places, but also in certain circumstances to an enhanced sense of fear, and disorder. Aggressive panhandling unquestionably threatens the public's safety and welfare. Aggressive panhandling also undermines the public's inherent right to use and enjoy public places without being accosted by or be in reasonable apprehension of persons demanding money or goods in a forceful manner. The actions of individuals engaged in aggressive panhandling likewise can create a climate of intimidation and anxiety among members of the public, who when confronted, reasonably and legitimately fear harm if they refuse to give in to the solicitations of individuals engaged in this type of conduct.

C. Aggressive panhandling usually includes approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrians and/or vehicles. The Council further finds that the presence of individuals who panhandle from persons at or near banks or automated teller machines (and similar retail financial businesses), in parking lots, at transit stops and in certain other public locations is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property.

D. The Council further finds as abusive the panhandling of people in places where they are a "captive audience," in which it is impossible or difficult for them to exercise their own right to decline to listen to or to avoid panhandling from others. Such places

include parking lots and structures, transit stops and outdoor dining areas. Aggressive and targeted panhandling of commercial customers as they enter and exit retail stores, restaurants, bars and cafes has become increasingly disturbing to residents and business, and threatens the economic vitality of the City. Restricting panhandling in such locations will provide a balance between the rights of those panhandling and the rights of persons who wish to decline or avoid such panhandling, and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations. The City Council further finds that the presence of individuals who panhandle for money from persons at or near banks or automated teller machines is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property. Restricting panhandling in such places will provide a balance between the rights of panhandlers and the rights of persons who wish to decline or avoid such panhandlings, and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations.

E. The City Council has considered evidence presented to it concerning the safety of individuals standing on median islands who have directed their activities at persons traveling in vehicles on City streets and the secondary effects of those activities on traffic, moving vehicles, and/or those persons who were in moving vehicles. Panhandling on roadway median strips, at traffic intersections, and in the public roadway increases the risk of drivers becoming distracted from their primary duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay an obstruct of the free flow of travel, all of which constitute substantial traffic safety problems.

F. The City Council finds that soliciting on medians presents safety hazards to the persons on the median islands, traffic congestion, interference with passage on public streets, and other safety impacts which result from the conduct occurring on or near the median islands and not from the content or viewpoint of any such speech activity in which any of them may be engaged.

G. The City Council declares that its intent in enacting this Ordinance is not to interfere with the exercise of First Amendment rights of those lingering, loitering, or soliciting on the medians, but only to minimize the safety hazards of those in the median islands as well as the drivers of vehicles in a particular place and manner which minimizes those safety hazards.

H. The City Council further finds that the practice of panhandling near driveways accessing shopping centers, retail, and business establishments is unsafe and hazardous for panhandlers, drivers, pedestrians and the general public. The location of the panhandler near the driveway compromises the panhandler's safety, impedes visibility, and impairs a driver's ability to safely enter and exit. Drivers also become distracted from their duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

I. The restrictions contained herein are neither overbroad nor vague and are narrowly tailored to serve a substantial governmental interest. Furthermore, in enacting this legislation, the Council recognizes the availability of warnings, community service or other sentencing alternatives, which may be appropriate remedies for violations of this law.

12.30.020 Definitions

For purposes of this section:

A. "Aggressive Panhandling" shall mean any of the following:

1. Approaching, speaking, or non-verbally communicating to a person, or following a person before, during or after soliciting, asking or begging, in a manner that is intended or is likely to cause a reasonable person to:

a. Fear bodily harm to oneself or to another, damage to or loss of property, or

b. Otherwise be intimidated into giving money or other thing of value;

2. Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;

3. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact in the course of soliciting, asking or begging;

4. Using violent or threatening gestures toward a person solicited either before, during, or after soliciting, asking or begging;

5. Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the panhandler; or

6. Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction before, during, or after soliciting, asking or begging.

B. "Automated teller machine" shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

C. “Automated teller machine facility” shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

D. “Bank” means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

E. “Check cashing business” means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

F. “Credit union” means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

G. "Median Strip" shall mean a paved, striped or planted area of the public right-of-way that divides a street or highway according to the direction of travel.

H. “Panhandle or panhandling” shall mean the solicitation, asking, or begging for an immediate donation of money, service, or thing of value using spoken, written, or printed word, or bodily gestures.

I. “Public place” shall mean a place to which a governmental entity has ownership or to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk, parking lot, plaza, transportation facility, school, place of amusement, park, playground, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

J. “Savings and loan association” means any federal savings and loan association and any “insured institution” as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

K. “Solicit or Solicitation,” shall mean using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods, services or any request, offer, enticement, or action which announces the availability of a person to engage in an employment transaction.

12.30.030 Aggressive panhandling prohibited

It shall be unlawful for any person to engage in aggressive panhandling (as defined in Section 12.30.020) on a public street or sidewalk or any other public place, whether publicly or privately owned.

12.30.040 All panhandling prohibited at specified locations

A. Banks and Automated Teller Machines. No person shall panhandle within 40 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or within 40 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas.

1. Exemptions. The provisions of Section 12.30.040(1) shall not apply to any automated teller machine located within any building, structure, or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, clothing stores, and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

B. Medians. It shall be unlawful for any person, while that person is located on a street median designated by resolution of the City Council, to panhandle from occupants of a motor vehicle on that street location.

C. Parking lots. No person shall panhandle in any public or private parking lot or structure any time after dark, unless with the express authorization of the owner, manager, or supervisor of the business operating at the property in which the parking lot is located. "After dark" means any time from one-half hour after sunset to one-half hour before sunrise.

D. Public transportation stop. No person shall panhandle within 20 feet of any bus or other public transportation vehicle stop.

E. Outdoor dining areas. It shall be unlawful for any person to panhandle within 20 feet of any outdoor dining area of a restaurant, café, or dining establishments serving food.

F. Queuing areas. No person shall panhandle within 20 feet of a queue of two (2) or more persons or vehicles waiting to gain admission to a place waiting to purchase an

item or admission ticket. Queuing areas shall include, but are not limited to, restaurant drive-thrus, movie theater lines, restaurant lines, or lines for live entertainment.

G. Driveways accessing public or private property. It shall be unlawful for any person located within 20 feet of a driveway providing vehicular access to private or public property to panhandle from occupants of a motor vehicle.

12.30.050 Penalty

Any person in violation of any provision of this Chapter, or who causes, allows or permits said violation shall be punishable pursuant to Chapter 1.12 (General Penalty) of the Montebello Municipal Code.

12.30.060 Non-exclusivity

Nothing in this chapter shall limit or preclude the enforcement of other applicable laws.

SECTION 3. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a decision or any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council herby declares that it would have passed this Ordinance and each and every section, part or portion not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This ordinance shall become effective thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Montebello on the 26th day of August 2020, and **PASSED, APPROVED AND ADOPTED** by the City Council at a regular meeting thereof held on the 26th day of August 2020, voting as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

ITEM #18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Joseph A. Palombi, Director of Planning and Community Development
Arnold M. Alvarez-Glasman, City Attorney
Norma Copado, Assistant City Attorney

SUBJECT: First Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreement No. 12-19

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Approve, in substantially the form as presented, one (1) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement No. 12-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2. Condition the approval of the First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than September 30, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and

3. Adopt findings contained herein exempting the First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and

4. Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

BACKGROUND

On September 13, 2017, the City of Montebello (the "City") adopted Ordinance Nos. 2399 and 2400 adding Chapters 5.90 and 17.71 to the City Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance Nos. 2404 and 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney's Office has worked with said operators to finalize the conditional use permit application and negotiate a final development agreement, respectively. Prior to today's meeting, the City has already approved both the conditional use permit and development agreement for twenty (20) operators. Additionally, at the October 15, 2019 Planning Commission meeting, the Planning Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Planning Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration. On December 18, 2019, City Council approved the final four (4) cannabis development agreements for the four (4) operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019.

On February 3, 2020, City Council approved the transfer of, and/or modifications to, ownership of four (4) development agreements. However, one of the proposed new owners did not subsequently meet or complete the material conditions to execute the modification, therefore same became null and void and became subject to a new proposed transfer (i.e., Development Agreement No. 11-19). On May 27, 2020, City Council approved the transfer of, and/or modifications to, ownership of three (3) development agreements. One (1) proposed transfer and modification to ownership of Development Agreement No. 12-19 is before City Council's consideration at tonight's meeting.

ANALYSIS

Of the twenty-four (24) already approved Commercial Cannabis Business Development Agreements ("Development Agreements"), one (1) applicant with a fully executed Development Agreement submitted a written application form, with supporting documentation and application fees to the City, seeking modifications to its Development Agreement. Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement *without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.*

The one (1) request before the City Council on August 26, 2020 includes a transfer and change in ownership. Table 1, below, illustrates the First Amendment to, and Assignments and Assumptions of, Commercial Cannabis Development Agreement, ("First Amendment") that is being recommended for approval to the City Council by City staff at the August 26, 2020 meeting.

TABLE 1 – First Amendments to Development Agreements Recommended for City Council Approval

DA #	Applicant	Activity	Project Location
12-19	Prime Care, Inc.	M/D/DR	7121Telegraph Road

Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

The proposed transfer and/or change of ownership is as found in Table 2.

TABLE 2 – Proposed Transfers and/or Changes in Ownership

DA #	Applicant ("Assignor")	Type of Change	Proposed New Owner and Legal Entity ("Assignee")
12-19	Prime Care, Inc.	100% Transfer to New Entity	Commerce on Demand, LLC

In accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee has provided to the City of Montebello a written application form seeking a modification to the Development Agreement and respective Conditional Use Permit ("CUP"), for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of

determining that Assignee is a qualified applicant for purposes of the terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP.

The First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and to ensure same is executed with the consent of City of Montebello as contemplated in the Development Agreement.

In the event of missing or incomplete application information, or exhibits to the First Amendment, if any, staff is recommending that City Council condition the approval of the First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than September 30, 2020. However, on a case-by-case basis, staff is recommending that City Council authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicant(s) additional time, if necessary, in light of the current COVID-19 logistical limitations.

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of the First Amendment to a development agreement qualifies as a project pursuant to CEQA. As such, staff determined that the proposed project anticipated by the First Amendment to development agreement requires CEQA compliance. After a thorough examination of the project applications of each proposed facility, including, but not limited to, standard operating procedures ("SOPs"), security plan, site plan and environmental data form, staff determined that the project meets the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

Additionally, the project contemplated by First Amendment No. 12-19 was already previously analyzed for environmental impacts, and includes only minor interior

alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to occur in such zone and City staff has determined that such "project", pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are like in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, the proposed one (1) project has been approved as conditionally allowed uses by the Planning Commission, and a determination at that time was made that the projects were categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts.

None of the conditions described in CEQA Guidelines, requiring the preparation of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report,

will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review. Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreements from further CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for each development agreement have been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code or Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreements are "projects" that are subject to environmental review.

FISCAL IMPACT

The recommended action will have a substantially positive fiscal impact to the City by generating operating fees based on the aforementioned gross receipts' percentages and square footage, as applicable and annual community benefit fees in the annual amount of $50,000.00 per location.

SUMMARY

City staff recommends that the City Council approve the one (1) First Amendment to Cannabis Business Development Agreement No. 12-19 for the operation of commercial cannabis activities in the City of Montebello, and adopt findings contained herein exempting the First Amendments to the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for each project recommended for approval.

ATTACHMENT(S)

A. First Amendment to Cannabis Development Agreement No. 12-19

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 12-19

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 12-19 (the "First Amendment") is entered into this _____ day of _____, 2020, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, and COMMERCE ON DEMAND, LLC, ("Assignee/New Owner") a California limited liability company.

PRIME CARE, INC., ("Former Owner" or "Assignor"), a California corporation, assigning to COMMERCE ON DEMAND, LLC, may also be referred to herein as ("New Owner" or "Assignee"). City, Former Owner/Assignor, and New Owner/Assignee are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 12-19:

RECITALS

A. **WHEREAS,** on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS,** on June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS,** no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on March 21, 2019, Former Owner applied to this City for a Conditional Use Permit ("CUP") to conduct commercial cannabis activities.

E. **WHEREAS,** after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 12-19.

F. **WHEREAS**, on August 5, 2019, the City Council of the City of Montebello

approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 12-19 BETWEEN THE CITY OF MONTEBELLO AND PRIME CARE, INC." (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS,** pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS,** it is the intention of PRIME CARE, INC. ("Assignor/Former Owner") to transfer, sell and assign 100% of its interest to the Development Agreement, CUP, related leasehold interest in the subject real property, and related business assets, to COMMERCE ON DEMAND, LLC ("Assignee/New Owner"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement, the CUP, leasehold interest in subject real property, and related business assets. Assignor and Assignee have executed an "Asset Purchase Agreement," and "Assignment of Commercial Lease," the latter being attached and incorporated herein as Exhibit "D."

K. **WHEREAS,** in accordance with the terms of the Development Agreement, including Article 19, Former Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7121 Telegraph Road, Montebello, CA, 90640, with Assessor Parcel Number 6354-024-039 ("Property" or "Site").

L. **WHEREAS,** this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and

Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS,** on August 26, 2020, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 12-19, by and between the CITY OF MONTEBELLO and Assignee and New Owner COMMERCE ON DEMAND, LLC.

N. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement, the Conditional Use Permit, leasehold interest in the subject real property (subject to the terms and conditions of the Assignment of Commercial Lease), and related business assets (also referred herein as "Assignable Rights"). Notwithstanding any terms or conditions of the Original Lease or the Assignment of Commercial Lease to the contrary (collectively, Exhibit "D"), at all times during the term of this First Amendment, Assignee shall have sole and exclusive control of the Site, and at no time shall Assignee permit, grant, or allow any other person, individual, or entity, including but not limited to, Assignor, to occupy, use, or operate at, the Site for any purpose.

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit,

and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements, including the "Asset Purchase Agreement," or "Assignment of Commercial Lease," the latter which is attached as Exhibit "D."

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Executed Assignment of Commercial Lease and Original Lease
2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
2.6.c. Exhibit F: Conditions of Approval
2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.***

Owner: **COMMERCE ON DEMAND, LLC**
Nature of Interest: Initial lease term ends May 31, 2022, with the following options to renew: (i) one option to renew for an additional two (2) years, through May 31, 2024; (ii) a second option to renew for an additional three (3) years, through May 31, 2027; and (iii) a third option to renew for an additional three (3) years, through May 31, 2030. Each of the foregoing options are solely between Assignee and the Property owner.

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner have consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.2. ***Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.***

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Rashaan Everett, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3. ***Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.***

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Rashaan Everett, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making

reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4. ***Section 17. CUP Conditions of Approval.***

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, COMMERCE ON DEMAND, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.5. ***Section 21. Notice.***

Any notice or communication required hereunder between City and New Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Montebello
1600 W. Beverly Boulevard
Montebello, California 90640
Attention: City Manager

With a copy to: City Attorney
13181 Crossroads Parkway North
Suite 400 – West Tower
City of Industry, California 91746

If to Owner: COMMERCE ON DEMAND, LLC
c/o Rashaan Everett
7121 Telegraph Road
Montebello, CA, 90640

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the New Owner and/or Assignee, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, limited liability companies, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

_____
Salvador Melendez
Mayor

Date: _____

PRIME CARE, INC.

_____
Angad Singh Pasricha
CEO, Owner and Managing Member
[Assignor/Former Owner]

Date: _____

COMMERCE ON DEMAND, LLC

_____
Rashaan Everett
CEO, Owner and Manager/Member
[Assignee/New Owner]

Date: _____

_____
Arnold Alvarez-Glasman
City Attorney
City of Montebello

Date: _____

ITEM #19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Fiscal Year 2020-21 Capital Improvement Program (CIP) Project Presentation and Budget Adoption**

DATE: August 26, 2020

RECOMMENDATIONS:

It is recommended that the City Council

1) Review and approve the Capital Improvement Program (CIP) project list, and;

2) Amend the Fiscal Year 2020-21 budget by adopting the capital budget and the project budget amounts listed on Exhibit A and Exhibit B, totaling $41,113,059.

BACKGROUND

The City currently plans capital improvement projects on an annual basis. Staff will be working in the current fiscal year to develop a multi-year Capital Improvement Program (CIP) budget that encompasses projects across all departments and functional areas. In addition, Staff plans to present a comprehensive CIP budget as part of the Fiscal Year 2021-22 budget development process.

In the interim, as new Executive Management determines new and existing capital project priorities, a single year CIP budget is being presented for FY 2020-21. Adoption of this CIP budget will allow projects currently underway to continue, while presenting new projects and adding funds where necessary to ongoing projects. The goal is to adopt project budgets and amend the FY 2020-21 budget to provide adequate funding for various infrastructure and equipment projects to be completed.

Typically, CIP budgets encompass road and infrastructure (i.e., City facilities) as well as major equipment projects and purchases. As Executive Management staff gain a better understanding of what projects are currently planned, as well as what funding is available, the focus of the FY 2020-21 CIP budget as presented will be Public Works streets and Transit infrastructure and equipment projects. There are numerous facility

projects (i.e., Police and Fire station upgrades, Community Center improvements, etc.) that must still be reviewed and prioritized but are not presented as part of this CIP plan.

Public Works and Transit CIP projects are funded utilizing non-General Fund sources: Metro Local Return, Gas Tax, Federal Transit Administration and related revenue. Facilities projects are primarily funded with General Fund dollars. As the FY 2020-21 budget was adopted with a slight surplus, and considering the full impacts of the Coronavirus pandemic are still being determined on revenue, it is prudent to wait on adopting a facilities CIP project budget for the current fiscal year.

To that end, Staff will work with individual departments – focusing on Police, Parks and Fire – and will prioritize their facilities projects and overall infrastructure improvement needs. These projects will be brought for City Council review and approval as necessary was a comprehensive and strategic review of facilities projects is conducted. In addition, Staff anticipates being able to utilize funding from the sale of the water system to fund some facility projects. It will be necessary to develop a complete list of projects and determine the best use of funding for each one. In addition, the recently approved environmental infrastructure upgrade project with ABM will address some facility needs.

Public Works CIP Projects

The City Council is being asked to review and approve a total Public Works streets and related CIP budget of $16,301,168 for FY 2020-21. This amount is comprised of $10,626,728 in carryover funds (i.e., prior year approved project budgets) and $5,674,440 in new appropriations. The $5.674 million in new appropriations encompasses new projects as well as additional, needed funding for existing/prior year approved projects. Exhibit A provides a detailed overview of each project as well as the funding source (i.e., Local Return Funds, Gas Tax, SB1, etc.)

Exhibit A is broken down by project and further delineated by project stage: engineering studies, design and construction, maintenance and debt service (i.e., “Paving the Way” projects, Sales Tax Revenue Bonds Series 2019ABC). Each project lists the total project budget and the various sources of revenue being proposed (sources). There is an amount of unprogrammed funds that can be used for projects needing additional appropriations or for new priorities.

Transit CIP Projects

The Transit capital program for FY 2020-21 is $24,810,903. This amount also includes – like Public Works – prior year approved project budget amounts carried over ($17,049,530) as well as new appropriations for the current fiscal year ($7,761,373). Exhibit B provides a listing of the twenty-five different projects and their funding sources.

The majority of funding is from various Federal and State grants. There is also funding available from the SB1 “State of Good Repairs” program, the transportation funding

portion of the gas tax increase approved in 2017. The Transit CIP budget includes $6.5 million in anticipated CARES Act funding made specifically available to transit agencies.

For both Public Works and Transit, the CIP plan includes projects that will span multiple fiscal years. Subsequent, consolidated CIP budgets will provide a multi-year projection, indicating projected funding for each year for those projects crossing fiscal years.

FISCAL IMPACT:

The Fiscal Year 2020-21 budget will be amended by adding a total of $41,113,059 in appropriations: $16,302,156 in Public Works projects and $24,810,903 in Transit projects. The majority of these projects will span multiple fiscal years, with some of the projects still in the early planning stages. Appropriation of these funds will allow projects approved in prior fiscal years to have remaining project funds re-appropriated and available in FY 2020-21 (i.e., carryover amounts). In addition, there are some projects that are either new for this fiscal year or need additional appropriations based on updated budget estimates.

Staff will work closely with all departments to ensure the CIP budget for FY 2021-22 is presented with the operating budget in June 2021. This approach is standard practice and ensures the full scope of operating and capital needs is considered simultaneously.

Staff will develop a comprehensive facilities and related infrastructure CIP plan. Staff will also work with individual departments who have specific facility needs – Fire and Police for example – and determine appropriate funding sources for those projects (Grant Funding, General Fund reserves, ABM Upgrade project financing, etc.). Project and budget approval for facility related projects will be presented to the City Council at a later date once infrastructure needs are strategically developed, prioritized and proper funding sources are determined.

SUMMARY:

It is recommended that the City Council review and approve the Capital Improvement Program (CIP) project list and amend the Fiscal Year 2020-21 budget by adopting the capital budget and the project budget amounts listed on Exhibit A and Exhibit B, totaling $41,113,059.

ATTACHMENTS:

Exhibit A: Public Works Capital Improvement Program Project and Budget Listing
Exhibit B: Transit Capital Improvement Program Project and Budget Listing

CITY OF MONTEBELLO

FY 2020-2021 CAPITAL IMPROVEMENT PROJECT BUDGET - STREETS

8/12/2020

			LOCAL RETURN							STATE / FEDERAL GRANTS					TOTAL
		GENERAL FUND	GAS TAX (CIP)	PROP A	PROP C	MEASURE M	MEASURE R	RMRA (SB 1)	TDA-3	ATP (SB 1)	CDBG	HSIP	SSARP	STP-L	
	FY 2020-2021 LOCAL RETURN FUNDS		$ 600,000	$ 1,354,181	$ 1,123,257	$ 954,769	$ 954,769	$ 1,104,190	$ 47,472						$ 6,138,638
	FY 2020-2021 STATE / FEDERAL GRANT FUNDS									$ 1,242,291	$ 77,000	$ 719,658	$ 225,000	$ 1,050,392	$ 3,314,341

FY 2020-2021 CAPITAL IMPROVEMENT PROJECT BUDGET

ITEM #	ENGINEERING STUDIES/ANALYSIS	NEW / CARRY OVER	FY 19-20 FUND BALANCE		GAS TAX	PROP A	PROP C	MEASURE M	MEASURE R	RMRA (SB 1)	TDA-3	ATP (SB 1)	CDBG	HSIP	SSARP	STP-L	PROPOSED BUDGET AMENDMENTS	TOTAL PROJECT BUDGET
1	SELF EVALUATION REPORT AND ADA TRANSITION PLAN	NEW	$ -				$ 250,000										$ 250,000	$ 250,000
2	SAFETY ANALYSIS REPORT PROGRAM (SSARP)	NEW	$ -				$ 25,000								$ 225,000		$ 250,000	$ 250,000
3	PAVEMENT MANAGEMENT SYSTEM UPDATE	NEW					$ 50,000										$ 50,000	$ 50,000
4	TRANSIT YARD RELOCATION (CAPITAL RESERVE)	NEW				$ 700,000											$ 700,000	$ 700,000
5	GARFIELD AVE AT VIA CAMPO AVE BUS TURNOUT	NEW				$ 400,000											$ 400,000	$ 400,000
	FY 19-20 CARRY-OVER SUBTOTAL		$ -															
	PROPOSED FY 20-21 BUDGET SUBTOTAL					$ 1,100,000	$ 325,000								$ 225,000		$ 1,650,000	$ 1,650,000
	DESIGN / CONSTRUCTION	**NEW / CARRY OVER**	**FY 19-20 FUND BALANCE**		**GAS TAX**	**PROP A**	**PROP C**	**MEASURE M**	**MEASURE R**	**RMRA (SB 1)**	**TDA-3**	**ATP (SB 1)**	**CDBG**	**HSIP**	**SSARP**	**STP-L**	**PROPOSED BUDGET AMENDMENTS**	**TOTAL PROJECT BUDGET**
1	VAIL STREET IMPROVEMENT PROJECT (WASHINGTON BLVD TO MINES AVE)	NEW	$ -							$ 250,000							$ 250,000	$ 250,000
2	ARROYO DR STREET IMPROVEMENT PROJECT (ASTRA TO ROSE GLEN) - CP 858	CO	$ 1,162,010				$ 30,310		$ 146,045							$ 985,655	$ -	$ 1,162,010
3	VARIOUS INTERSECTION IMPROVEMENTS (HSIP Cycle 7) - CP 851	CO	$ 719,658			$ 85,000	$ 415,000							$ 719,658			$ 500,000	$ 1,219,658
4	BEACH ST PAVEMENT AND STORM DRAIN REHABILITATION PROJECT (VAIL TO BLUFF) - CP 882	CO	$ 1,035,904							$ 1,035,904							$ -	$ 1,035,904
5	VARIOUS STREET IMPROVEMENT PROJECT FY 19/20 (CP 881)	CO	$ 2,563,816		$ 1,204,441			$ 281,012	$ 415,243	$ 663,120							$ -	$ 2,563,816
6	BEVERLY BLVD STREET IMPROVEMENTS (21 ST TO HOWARD) - CP 866	CO	$ 1,089,002				$ 1,370,779		$ 200,000								$ 200,000	$ 1,570,779
7	BUS STOP PADS IMPROVEMENT PROJECT (CITYWIDE) - (CP 883)	CO	$ 1,204,310			$ 1,204,310											$ -	$ 1,204,310
8	BEVERLY BLVD TRAFFIC SYNCHRONIZATION PROJECT (GRANT MATCH)	CO	$ 440,000				$ (415,000)										$ (415,000)	$ 25,000
9	CONCOURSE AVE STREET IMPROVEMENTS (MADISON TO BEVERLY BLVD) - CP 880	CO	$ 601,835		$ 100,000			$ 332,028		$ 169,807							$ -	$ 601,835
10	MONTEBELLO BLVD ATP (LINCOLN TO PARAMOUNT) - (CP 864)	CO	$ 2,802,264	$ 655,165	$ 108,903	$ 250,000	$ 1,058,456		$ 158,424	$ 745,172		$ 1,242,291					$ 1,400,337	$ 4,218,411
	FY 19-20 CARRY-OVER SUBTOTAL		$ 11,618,799		$ 1,413,344	$ 1,539,310	$ 2,044,545	$ 613,040	$ 919,712	$ 1,868,831	$ -	$ 1,242,291	$ -	$ -	$ -	$ 985,655	$ 10,626,728	$ 10,626,728
	PROPOSED FY 20-21 BUDGET SUBTOTAL			$ 655,165	$ -	$ 85,000	$ -	$ -	$ 200,000	$ 995,172	$ -	$ -	$ -	$ 719,658	$ -	$ -	$ 2,654,995	$ 1,999,830
	MAINTENANCE PROJECTS	**NEW / CARRY OVER**	**FY 19-20 FUND BALANCE**		**GAS TAX**	**PROP A**	**PROP C**	**MEASURE M**	**MEASURE R**	**RMRA (SB 1)**	**TDA-3**	**ATP (SB 1)**	**CDBG**	**HSIP**	**SSARP**	**STP-L**	**PROPOSED BUDGET AMENDMENTS**	**TOTAL PROJECT BUDGET**
1	STREET MAINTENANCE (POTHOLE REPAIRS)	NEW	$ -						$ 100,000								$ 100,000	$ 100,000
2	ANNUAL ADA CONCRETE IMPROVEMENT PROGRAM	NEW	$ 62,715								$ 47,472		$ 77,988				$ 125,460	$ 188,175
3	STRIPING AND SIGNAGE MAINTENANCE	NEW	$ -						$ 100,000								$ 100,000	$ 100,000
	FY 19-20 CARRY-OVER SUBTOTAL		$ 62,715								$ -		$ -					
	PROPOSED FY 20-21 BUDGET SUBTOTAL				$ -	$ -	$ -	$ -	$ 200,000	$ -	$ 47,472	$ -	$ 77,988	$ -	$ -	$ -	$ 325,460	$ 325,460
	DEBT SERVICE AND OTHER EXPENSES	**NEW / CARRY OVER**	**FY 19-20 FUND BALANCE**		**GAS TAX**	**PROP A**	**PROP C**	**MEASURE M**	**MEASURE R**	**RMRA (SB 1)**	**TDA-3**	**ATP (SB 1)**	**CDBG**	**HSIP**	**SSARP**	**STP-L**	**PROPOSED BUDGET AMENDMENTS**	
1	PAVING THE WAY - DEBT SERVICE	CO	$ -				$ 707,388	$ 405,500	$ 527,250								$ 1,640,138	$ 1,640,138
2	SGV COG PARTICIPATION	CO	$ -				$ 30,000										$ 30,000	$ 30,000
3	GATEWAY COG PARTICIPATION	CO	$ -				$ 30,000										$ 30,000	$ 30,000
	FY 19-20 CARRY-OVER SUBTOTAL		$ -															
	PROPOSED FY 20-21 BUDGET SUBTOTAL		$ -		$ -	$ -	$ 767,388	$ 405,500	$ 527,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,700,138	$ 1,700,138
	TOTAL																	
	FY 2019-2020 CARRY-OVER				$ 1,413,344	$ 1,539,310	$ 2,044,545	$ 613,040	$ 919,712	$ 1,868,831	$ -	$ 1,242,291	$ -	$ -	$ -	$ 985,655	$ 10,626,728	
	FY 20-21 PROPOSED BUDGET AMENDMENTS -			$ 655,165	$ -	$ 1,185,000	$ 1,092,388	$ 405,500	$ 927,250	$ 995,172	$ 47,472	$ -	$ 77,988	$ 719,658	$ 225,000	$ -	$ 5,675,428	
	TOTAL BUDGET			$ 655,165	$ 1,413,344	$ 2,724,310	$ 3,136,933	$ 1,018,540	$ 1,846,962	$ 2,864,003	$ 47,472	$ 1,242,291	$ 77,988	$ 719,658	$ 225,000	$ 985,655	$ 16,302,156	
	UNPROGRAMMED FY 20-21 FUNDS				$ 600,000	$ 169,181	$ 30,870	$ 549,269	$ 27,519	$ 109,018	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,485,857	

EXHIBIT B

City of Montebello
Transit Capital Program, Fiscal Year 2020-21
August 26, 2020

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-21 Amended Budget*
1	4G Compatible Modem Installation	Modem upgrade for bus communication system	270-9030-2015-105	600.13.10	CAL-OES	**42,941**
			270-9036-2016-105	600.13.10	CAL-OES	**659**
			270-9038-2018-105	600.13.10	CAL-OES	**12,972**
2	Tire Lease	Goodyear tire lease program for bus fleet	270-9061-2016-002	600.22.10	FTA	**62,291**
			270-9061-2016-002	600.22.60	FTA_TDC	**15,573**
3	Bus Washer Replacement	Bus wash system upgrade	270-9042-2018-010	600.32.20.	STATE PTMISEA	**37,827**
4	Vehicle Maintenance Software (Raintek-Reconfiguring Maximo)	Reconfiguration of Asset Management Software	270-9050-2015-012	600.52.10	FTA	**62,982**
			270-9050-2015-012	600.52.20	FTA_TDC	**15,746**
5	Radio Equipment	Communication system for bus fleet	270-9063-2018-058	600.65.20	FTA	**429,144**
			270-9063-2018-058	600.65.30	FTA_TDC	**107,286**
6	Purchase of Electric Bus	Bus Replacement Program - 4 new electric buses	270-9063-2018-103	600.21.10	FTA	**3,228,406**
			270-9063-2018-103	600.21.20	FTA_TDC	**807,101**
7	Citywide Bus Stop Project	Project in review: Phase 2- upgrades to bus stop/shelters	270-9060-2013-063	600.82.10	FTA	**820,842**
			270-9060-2013-063	600.82.40	FTA_TDC	**248,721**
			270-9060-2013-063	600.82.20	STATE PTMISEA	**57,497**
8	Clean Fuel Bus Parts	Mono and dual inverters for bus fleet	270-9045-2017-050	600.85.10	Measure R	**133,966**

EXHIBIT B

City of Montebello
Transit Capital Program, Fiscal Year 2020-21
August 26, 2020

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-21 Amended Budget*
9	One CNG Bus & Surveillance Equipment	Bus Replacement Program - 1 new CNG bus and equipment	270-9015-2015-006	600.22.10	FTA	**800,000**
			270-9015-2015-006	600.22.20	STATE PTMISEA	**129,456**
			270-9015-2015-006	600.22.30	BRIDGE PTMISEA	**80,000**
10	Repower (HVAC Upgrade)	HVAC Upgrade for Bus Fleet	270-9015-2015-093	600.73.30	BRIDGE PTMISEA	**21,524**
			270-9015-2015-093	600.73.10	FTA	**108,612**
			270-9042-2012-093	600.73.20	STATE PTMISEA	**7,762**
11	Universal Fare	Upgrades to fare system on bus fleet	270-9061-2017-083	600.35.20	FTA	**1,572,897**
			270-9061-2017-083	600.35.30	FTA_TDA	**393,224**
			270-9061-2017-083	600.35.40	LACMTA	**229,800**
12	Grant Rea Park Terminal Rehabilitation	Repaving the layover zone and the installation of a self-cleaning restroom	270-9042-2018-094	600.74.10	STATE PTMISEA	**406,075**
13	Pico Terminal Rehabilitation	Demolition of the existing building, repaving the layover zone; installation of a passenger waiting area and a self-cleaning restroom	270-9042-2018-095	600.76.10	STATE PTMISEA	**1,025,082**
14	Midlife Bus Upgrade	Repainting, installation of new vehicle graphics	270-9042-2018-098	600.104.10	STATE PTMISEA	**-**

EXHIBIT B

City of Montebello
Transit Capital Program, Fiscal Year 2020-21
August 26, 2020

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-21 Amended Budget*
15	Exterior Bus Graphics	Installation of new bus decal	270-9042-2018-049	600.10.20	STATE PTMISEA	**26,185**
16	FTA Bus Surveillance System	Project in review: Phase 2 - Complete Installation of Video Surveillance System on Bus Fleet	270-9063-2018-005	600.94.30	FTA	**2,032,000**
			270-9063-2018-005	600.94.40	FTA_TDA	**508,000**
17	Upgrade Transportation Center	Transit Center Upgrades: HVAC, painting	202-99-921		SB1 SGR 19/20	**377,267**
18	Communications Software for Real Time Service Alerts including equipment, CNG Bus, and Transit Facility Improvements	Communications Software: Software, equipment for bus stops Transit Facility: office furniture, lighting, carpeting	202-99-922		SB1 STA 17/18	**554,017**
19	Preventive Maintenance (PM)	Preventative Maintenance that prolongs the lifespan of transit assets	202-99-921	600.103.10.	SB1 SGR 17/18	**173,800**
			202-99-921		SB1 SGR 18/19	**363,729**
20	Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc.	270-9063-2018-003	600.15.10.	FTA	**183,484**
			270-9063-2018-003	600.15.30	FTA_TDC	**45,871**

EXHIBIT B

City of Montebello
Transit Capital Program, Fiscal Year 2020-21
August 26, 2020

Item #	Project Name	Description	GL org set	Project #	Funding Source	FY 2020-21 Amended Budget*
21	CARES Act Grant	Operating Cost: COVID-19 related expenses	600-99-998	600.01.10	FTA-1657-2020-1	6,500,000
22	Strategic Planning - Long Term and Short Term, Line-by-Line Analysis, Operating Cost, Capital Cost	Develop a comprehensive plan for transit, operating and capital cost	202-99-922		SB1 STA 18/19	791,263
23	Operating Cost, Capital Cost, Bus Replacement Program, Transit Planning, Adjustment of Operating Cost during COVID-19	Zero Emission Bus Fleet, Transit Operating Cost, Transit Capital Cost	202-99-922		SB1 STA 19/20	1,135,528
24	Transportation Facility Improvements	Transit Facility: workspace, lighting, carpeting	202-99-921		SB1 SGR 20/21	359,478
25	Surveillance Equipment for Transit Facility & Electric Bus Infrastructure	Upgrade facility surveillance equipment and cost for new electric charging station	202-99-922		SB1 STA 20/21	901,895
					Carryover (Prior Year Approved Projects)	17,049,530
					New Appropriations for FY 20202-21	7,761,373
					TOTAL	24,810,903

*This column represents budget amount required to complete the project. Some of these projects are in progress while others have not begun. The FY 2020-21 Amended Budget amount represents either a carryover amount or new budget amount for the current fiscal year.

ITEM #20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3756 – GOLF COURSE MANAGEMENT**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1) Approve the First Amendment to Agreement No. 3756 for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course with S&S LaBarge Golf, Inc.; and

2) Authorize the City Manager to execute an amendment on behalf of the City.

BACKGROUND / ANALYSIS

On February 26, 2020, the City Council awarded a contract to S&S LaBarge Golf, Inc. for Golf Course Management and Golf Course Professional Services at the Montebello Golf Course. The contract was for an initial length of four months, with an option to extend for two additional six-month terms. In order to continue high quality and professional golf services at the Montebello Golf Course, staff is recommending to extend the contract for a six-month term to December 31, 2020.

Since March of 2020, S&S LaBarge Golf, Inc. has provided quality management services for the Montebello Golf Course. The Contractor has demonstrated the desired technical ability and golf course management knowledge and experience to continue providing temporary services. The City will pursue further review of Golf Course operations to provide high levels of services in the near future.

The originally approved contract was for a not-to-exceed amount of $90,000. Based on previous invoices and approved reimbursements, staff is recommending a not-to-exceed amount of $120,000 for the additional six-month term.

FISCAL IMPACT

All expenses paid to S&S LaBarge Golf, Inc. will be charged to the Enterprise Fund to cover the monthly management fee and allowable reimbursable expenses. These expenses are estimated not-to-exceed $120,000 for the additional six-month contract term. Staff plan to cover these expenses within the adopted Fiscal Year 2020-2021 Golf Course Operation Budget and will not be requesting additional appropriation to the Golf Course Enterprise Fund at this time.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 3756 with S&S LaBarge Golf, Inc., for Golf Course Management and Golf Course Professional Services for the Montebello Golf Course .

ATTACHMENTS

A. First Amendment to Agreement No. 3756

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3756) BY AND BETWEEN THE CITY OF MONTEBELLO AND S&S LABARGE GOLF, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and S&S LABARGE GOLF, INC., **("First Amendment"**) is entered into this 26th day of August 2020 ("Effective Date"), by and between S&S LaBarge Golf, Inc., (**"Contractor"**) and the City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for Golf Course Management of the Montebello Golf Course by and between the City of Montebello and S&S LaBarge Golf, Inc., dated February 26, 2020 (the **"Agreement"**), pursuant to which City retained Contractor to provide Golf Course Management of the Montebello Golf Course, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to extend the term of the agreement for an additional six (6) months, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

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

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed $120,000.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated:_____

S&S LABARGE GOLF, INC.

_____
Steve LaBarge
President

Dated:_____

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

ITEM #21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Award a Professional Services Contract for Golf Course Maintenance at the Montebello Golf Course

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1) Award a Professional Services Agreement to Antares Golf, LLC in an amount not-to-exceed $947,196 annually for the initial year of a five-year (5-year) term for Golf Course maintenance at the Montebello Golf Course; and

2) Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

The Montebello Golf Course (MGC or the "Golf Course") is comprised of one regulation length eighteen hole (18-hole) golf course, full practice range, and an approximately 30,000-square-foot clubhouse, which includes a 1,200-square-foot pro shop, 8,400-square-foot maintenance structure, and other support facilities. The Golf Course was opened in 1928 and purchased by the City of Montebello ("City") in 1941 for use as a municipal golf course. The Golf Course generates approximately 40,000 rounds annually.

The City currently utilizes City staff, comprised of both full-time and part-time Maintenance Workers, Mechanics and a Superintendent, to provide maintenance services for the MGC. The award of this contract will not displace staff. All impacted staff will be assigned to other City Departments. The maintained turf area, including the 2.6 acre driving range landing area, is approximately 130 acres. The Golf Course features include three (3) lakes, fifty-four bunkers, twenty-two greens (18-hole golf course, plus four practicing greens), one nursery, thirty-one irrigation satellites and two-thousand valve-in-head sprinklers.

In an effort to reduce overall operating costs, staff has issued a Request for Proposals No. 20-14 (RFP) for annual maintenance services for the maintenance of hardscape, natural space, landscape, non-landscaped areas and irrigation systems of the MGC on June 25, 2020.

The RFP closed on July 30, 2020 and the City received six (6) responsive proposals. The RFP was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

ANALYSIS

An Evaluation Committee made up of Recreation and Community Services Department employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in the RFP. The Evaluation Committee determined that all proposers met the desired qualifications and scheduled interviews with each proposer. On August 5, 2020, the Evaluation Committee interviewed the proposers via electronic meeting. A review of all proposals received has been completed.

The following six (6) proposers were ranked in accordance with the guidelines of the RFP and were evaluated based on their understanding of the scope of work, project approach, budget, proposed schedule, references, and other relevant criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

1.) Antares Golf, LLC
2.) Brightview Golf Maintenance, Inc.
3.) International Golf Maintenance, Inc.
4.) Greenfield Landscaping and Maintenance, Inc.
5.) Mariposa Landscapes, Inc.
6.) Starblast Corporation

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is Antares Golf, LLC (“Antares”). The City will agree to pay Antares an annual not-to-exceed contract amount of $947,196. The annual not-to-exceed cost will increase 3% each year. The following is the five (5) year annual cost breakdown as proposed by Antares (including the 3% annual increase):

Year 1 - $947,196
Year 2 - $966,364
Year 3 - $991,253
Year 4 - $1,002,543
Year 5 - $1,028,948

Antares provided a proposal to perform all services within the scope of work as outlined in the RFP, for an annual not-to-exceed amount of $947,196. The proposed cost for services includes a $4,000 monthly administrative fee and all scope of work related expenses, billed monthly on an as-rendered basis. In the event of unforeseen golf course closures or a reduction in services and/or materials used, the City will only be charged monthly for work performed and any savings would be realized by the City.

The total annual cost for services can be further reduced if Antares utilizes City-owned maintenance equipment. Prior to the commencement of services, Antares will evaluate the condition of City equipment to determine its useful life and may adjust their billing by as much as $11,810 per month, but will not exceed the annual cost, per their bid response depending on the usability of city maintenance equipment. The anticipated start date for Antares to begin services at the Montebello Golf Course will be October 1, 2020.

FISCAL IMPACT

The total not-to-exceed annual cost for Golf Course Maintenance at the MGC is $947,196 for the first of a five-year (5-year) term. The City anticipates an estimated annual savings ranging from $350,000 to $450,000 by contracting out for maintenance services. The awarded contract will be managed and funded within the Golf Division. These operational savings will help further right-size golf operations and reduce the support the Golf Fund has traditionally received from the General Fund.

SUMMARY

On June 25, 2020 the City issued RFP No. 20-14 for Golf Course Maintenance at the Montebello Golf Course. The City Council will consider awarding a Professional Services Agreement to Antares Golf in the amount not-to-exceed $947,196 for Golf Course Maintenance and authorize the City Manager to execute an agreement on behalf of the City.

ATTACHMENT(S):

A. RFP 20-14
B. Proof of Publication
C. Professional Service Agreement

CITY OF MONTEBELLO

Department of Recreation and Community Services

REQUEST FOR PROPOSALS
FOR GOLF COURSE MAINTENANCE OF
THE MONTEBELLO MUNICIPAL GOLF COURSE
RFP 20-14

Issue Date: 6/25/20
Due Date: 7/30/20

Project Manager: David Sosnowski
Phone: (323) 887-4540
Email: dsosnowski@cityofmontebello.com

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NOTICE INVITING PROPOSALS/SEALED BIDS
FOR GOLF COURSE MAINTENANCE OF
THE MONTEBELLO MUNICIPAL GOLF COURSE
RFP NO. 20-14

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello ("City") as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 4:00 p.m. on Thursday, July 30, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A mandatory pre-proposal meeting and site walk-through will be held at the Maintenance Yard, Montebello Golf Course at **984 Via San Clemente, at 10:00 a.m. on Thursday, July 9, 2020**.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 *et seq*., the Project is a "public work.". The selected Bidder (CONTRACTOR) and any subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. *Contractors shall provide their DIR Contractor Registration Number.*

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

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

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

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

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

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

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Thursday, June 25, 2020

PRE-PROPOSAL MEETING: Thursday, July 9, 2020 @ 10:00 a.m. – Golf Course

SUBMITTAL DUE DATE: Thursday, July 30, 2020 @ 4:00 p.m.

BID OPENING: Thursday, July 30, 2020 @ 4:30 p.m. at City Council Chambers

AWARD DATE: August 12, 2020 City Council Meeting (tentative)

REQUEST FOR PROPOSALS

FOR

GOLF COURSE MAINTENANCE OF

THE MONTEBELLO MUNICIPAL GOLF COURSE RANGE

IN THE CITY OF MONTEBELLO, CALIFORNIA

(RFP 20-14)

GENERAL INFORMATION

The City of Montebello ("City") is requesting proposals for annual maintenance services for the maintenance of hardscape, natural space, landscape, non-landscaped areas and irrigation systems of the Montebello Municipal Golf Course.

A selection committee will review all proposals. In order to be considered for selection, a project proposal must incorporate all of the information required in this document.

Send proposals to:

City of Montebello
City Clerk's Office
1600 West Beverly Boulevard
Montebello, California 90640
Attn: City Clerk

Or electronically via the Planetbids vendor portal.

Proposals are due not later than Thursday, July 30, 2020 before 4:00 p.m.

Contact person: Mr. David Sosnowski, Director of Recreation and Community Services (323) 887-4588, dsosnowski@cityofmontebello.com

A MANDATORY PROPOSER'S CONFERENCE AND SITE WALK-THROUGH IS SCHEDULED FOR THURSDAY, JULY 9, 2020 AT 10:00 A.M. AT THE MAINTENANCE YARD, MONTEBELLO GOLF COURSE, 984 VIA SAN CLEMENTE, MONTEBELLO, CALIFORNIA.

GENERAL REQUIREMENTS

Purpose — The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified companies interested in contracting with the City of Montebello ("City") to provide irrigation, landscape, open space and hardscape maintenance services, supplies and equipment at the Montebello Municipal Golf Course and on an annual basis for the City's Golf Enterprise Fund. Award of this contract will be made by the Montebello City Council ("City Council").

City Option To Reject All Proposals — The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities in a submitted proposal.

Contract Sum — All proposals will include the monthly and annual contract fixed fee with, a summary breakdown of the principal components (e.g. labor, contract services, supplies, irrigation/utility costs, maintenance equipment, etc.), based upon the description of services to be performed in the "Scope of Work" Section of this RFP. It is anticipated that the contract would commence in September of 2020.

Contract Negotiation — Although a firm's fixed price proposal will be submitted, the terms and conditions of the contract, provided herein in substantial form are subject to negotiation to the extent permitted by law. See sample "Professional Service Agreement" - Attachment "B."

Contract Payment — Payment to the successful contractor ("Contractor") will be made on a monthly basis for services performed, provided that the contractor is not in default under any provisions of this agreement.

Term of Contract — The term of contract will commence on or about September 1, 2020 and will remain and continue in effect for five (5) years (60 months) through September 1, 2025, unless terminated earlier pursuant to the contract provisions.

Minimum Wage — Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the State of California Minimum Wage will be required.

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

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

Discrepancies and Misunderstandings - Proposer must satisfy themselves by personal examination of the work site, Maintenance Specifications, and other contract documents, and by

any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposer will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies must be called to the attention of the City and clarified prior to the submission of proposals.

Legal Responsibilities — All proposals must be prepared, submitted, filed, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature. Any proposers submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the Specific Maintenance Standards and Specifications, and other contract documents, and shall agree to full compliance therewith.

Site/Document Inspection — A **mandatory proposer's conference** and site walk through has been scheduled for **Thursday, July 9, 2020 at 10:00 AM** at the Maintenance Yard, Montebello Municipal Golf Course, 984 Via San Clemente, Montebello, California. Each proposer will visit the site of the proposed work and become fully acquainted with the conditions relating to providing the specified service, with full understanding of the facilities, difficulties, and restrictions attendant to the execution of the work under the contract. The proposer will thoroughly examine and be familiar with the Maintenance Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addendum or other document, or to become acquainted with obligations with respect to his proposal or to the contract is not the responsibility of the City. The submission of a proposal will be taken as prima facie evidence of compliance with this section.

Interpretation of Documents — If any bidder is in doubt as to the meaning of any part of the contract documents, or finds discrepancies in, or omissions from the Maintenance Specifications, the bidder may submit to the City a written request for an interpretation or correction thereof. Any requests for interpretations or corrections after the Pre-Proposal Conference must be submitted in writing to David Sosnowski, Director of Recreation and Community Services and received no later than 5:00 p.m., Thursday, July 16, 2020. Questions must be submitted electronically at dsosnowski@cityofmontebello.com. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be faxed, mailed, e-mailed, or delivered to each bidder receiving a set of contract documents and who has attended the mandatory proposer's conference on Thursday, July 9, 2020. No oral interpretation of any provision in the contract will be made to any proposer. Responses from the City to the proposers can be expected by 5:00 PM., Thursday, July 23, 2020.

Subcontractors — Each proposer will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 *et seq*.). Forms for this purpose are furnished with the contract documents and must be included as a part of any proposal submitted.

Equal Employment Opportunity Compliance — Proposer shall certify that in all previous contracts or subcontracts, all reports, which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders, have been satisfactorily filed, and that no such reports are currently outstanding.

Affirmative Action Certification — Proposer shall certify that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, proposer certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Non-Collusion Affidavit — Proposer will be required to declare that the only persons or parties interested in this proposal as principals are those named therein; that no officer, agent, or employee of the City of Montebello is personally interested, directly or indirectly, in this proposal; that the bidder's proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Interview and Presentation — Proposer interviews are tentatively scheduled for Wednesday, August 5, 2020. The interview process will include time for the proposer to make a brief presentation describing the proposals merits, and a question and answer period which will address a variety of topics including discussion of the proposer's cost proposal. The information garnered during the course of the interview will contribute to the selection of the firm deemed most qualified to provide the services described. The City reserves the right to interview any and all firms that have submitted proposals or choose not to host interviews as the City deems necessary.

Award of Contract — A contract resulting from the Request for Proposals process will be awarded to the firm whose proposal meets or exceeds the requirements of the RFP and who is evaluated as offering the best advantage to the City of Montebello. The City of Montebello is under no obligation to enter into discussions or negotiations with any proposer, and may accept and award a contract on the basis of the offer received in the proposal. Award of a contract will be offered to the most qualified firm, and will not be awarded solely on the basis of the lowest cost proposal. Cost, although an important component, is only one of several criteria being used to evaluate proposals. Criteria for award of a contract will include, but is not limited to, qualifications and experience of the proposer; quality of technical approach; qualifications and availability of proposed staff; cost proposal; financial qualifications of the proposer; and thoroughness of the proposal. Factors include competence, operational management and experience. The contractor is selected through a competitive negotiation process. The information presented in the written proposal, oral interview and firm's presentation will all be considerations.

Proposers will be scored on a maximum scale of 100 points with the following breakdown:

- Contractors qualifications and experience consistent with the Scope of Work – 50%
- Annual Cost – 30%
- References – 10%

In addition, the City is looking for a progressive organization whose key players are creative and problem solvers, possess an innovative approach to service provision, can meet or exceed established performance standards, maintain a high level of customer service and will work as a member of the "team" with City staff.

The City Council will approve and award the contract. An executed agreement between the parties will reference the RFP documents, any addenda, the proposal and subsequent submissions as may be presented.

City of Montebello Business License — The successful Contractor shall acquire and maintain an annual City of Montebello Business License prior to the start of the contract.

Prevailing Wages — Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this project are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR).

Public Works Contractor- The successful Contractor shall provide a copy of their DIR proof of registration as a Public Works Contractor. The City will register the project with the DIR and the successful Contractor will be required to upload all certified payroll directly to the DIR.

Insurance Requirements- The successful proposer shall provide insurance naming the City of Montebello as additional insured and comply with the rest of the insurance requirements outlined in substantial form in Section 15 "Insurance Coverage" in the City's sample Professional Service Agreement (Attachment "B").

MONTEBELLO GOLF COURSE PROPERTY DESCRIPTION

Montebello Golf Course (MGC or the "Gulf Course") is located in the City of Montebello ("City"), in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The complex, comprised of one regulation length 18-hole golf course, full practice range, approximate 30,000-square-foot full clubhouse (Quiet Cannon), including a 1,200-squae-foot pro shop, 8,400-square foot maintenance structure, and other support facilities, is owned by the City. The City has contracted golf operations on a temporary basis to S&S La Barge Inc. The City will issue a subsequent RFP for golf operation in the near future. Since 1978 the clubhouse food and beverage facility has been operated on a concession basis by Quite Cannon Montebello, Inc. with a current contract expiration date of August 14, 2064. Currently, the Golf Course maintenance is performed by City staff. The course operates as an enterprise fund within the City of Montebello budget.

Opened in 1928, MGC is an 18-hole (6,528-yard), par-71 layout originally designed by Max Behr. Other local designs by Behr include Oakmont Country Club and Brentwood Country Club. The City purchased the course in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the course was again remodeled by David Rainville and Gary Bye, adding 3 lakes, new greens, tees, bunkers and continuous concrete cart paths. A new irrigation was added during the 1999 major renovation. The golf course, and the greens complexes in particular, are well maintained and in very good condition. The golf course generates around 40,000 rounds annually. There is a 28-tee station double deck lighted driving range.

The Golf Course has a dual irrigation system, with potable water supplied by California Water Service dedicated to the greens complexes, and reclaimed water provided by the Central Basin Water District used for all other turf areas of the course. In a typical rain year, the course consumes about 87 acre-feet of potable water and 201 acre-feet of reclaimed water.

In an effort to reduce maintenance costs, maintenance staffing has recently been reduced substantially in FY2019-2020:

Position	FY2019	FY2020
Superintendent	1.0	1.0
Asst. Superintendent	2.0	2.0
Golf Cart Mechanic	1.0	1.0
Equipment Mechanic	1.0	1.0
Maintenance Worker (full time)	10.0	7.0
Maintenance Worker (part time)	0.8	3.2
Golf Course Attendant	3.4	3.4
Total	19.2	18.6
Full Time Equivalent	4.2	6.6

The maintained golf course turf area, including the 2.6 acre driving range landing area, is approximately 100 acres. The greens are a combination of poa annua and bent grass, the fairways and tees a mix of Bermuda and kikuyu, and the roughs a mix of rye and kikuyu grasses. Golf course features include the following:

- 3 lakes (total approximately 4.0 surface acres, containing potable water)
- 54 bunkers
- 22 greens (18-hole golf course, plus four practice putting greens)
- 1 nursery
- 31 Irrigation Satellites
- 2,000 valve-in-head sprinklers (700 Toro series heads)

The Golf Course has moderate mature tree cover, consisting of various specimens including pines, ficus, jacaranda, and eucalyptus. There is one on-course permanent restroom structure, along with a temporary portable restroom. In addition to the golf course, there is one slope area maintained which buffers the left side of the #8 fairway and an adjoining residential area.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

PROPOSAL CONTENT: The proposal documents shall be completed and submitted with the following information:

Cover Letter — Provide a one-page cover letter which includes the company or firm's name and address, and the telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the company/firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract.

Table of Contents — A comprehensive table of contents of the material should be included in the beginning of the proposal.

Work Statement and Quality Control Plan - The proposal should provide a statement of the proposer's understanding of the work to be performed, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform.

Contractor's Cost —The proposal must outline all costs for services specified in the technical provisions of this document for the duration of the contract. The Cost proposal should contain a sufficient breakdown of the overall cost by major component.

Staff Size and Qualifications - This proposal should show proposed staffing (full time and part time) by position. Minimum qualifications for the various staff categories should be stated. Moreover, the bidder's policy with regard to offering positions to existing employees should be clearly stated.

Contractor Capability - This section must provide a summary of relevant background information to ensure that the prospective contractor has the capacity to perform the required services. The firm submitting the proposal must have sufficient experience in providing the requested service.

References — This section should provide a list of all similar contracts in force during the last five (5) years by name and address, contact person, telephone number, and length of service.

Acceptance of Conditions - This section will be a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. Any exception on the contractor's behalf must be stated in the proposal.

Additional Data - This section may contain material not specifically requested for the evaluation, but which the proposer deems informative in the evaluation process. This may include sales brochures, pictures, general narrative or additional services the contractor may wish to provide.

Public Records – Proposers acknowledge and understand that subject to certain exceptions, any and all information provided on the RFP forms and any subsequent proposal or contract may be subject to public disclosure under the Public Records Act (see Government Code § 6250 et seq.)

FORMS

In addition to submitting the formal proposal document in conformance to the guidelines provided, complete forms A, B, C, D, and E and include them with the proposal submission.

Form A – PROPOSAL ACKNOWLEGEMENT AND SIGNATURE PAGE

Form B – COST PROPOSAL FORM

Form C – DESIGNATION OF SUBCNOTRACTORS

Form D – REFERENCES

Form E – BIDDER INFORMATION (NOTORIZED)

Addendum — The City may, by means of clarification of any portion of this document, or in answer to questions submitted by proposers, issue Addendum that become a full part of the Request for Proposal documents, and must be signed and submitted with the proposal.

An original and five (5) copies of each proposal, along with an electronic file (CD Disk or Flash/Thumb Drive), must be submitted to the City Clerk's office or submitted electronically through the Planetbids vendor portal.

Failure to submit a comprehensive proposal that includes all of the above elements, or the required forms not fully completed, may disqualify a bidder from further consideration, as the bidder's proposal could be deemed non-responsive.

FORM A—PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE

In accordance with the City of Montebello's Request for Proposals (RFP), the undersigned proposer, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to perform the requested service, and to perform all work in the manner and time prescribed therein.

Proposer declares this proposal is based upon careful examination of the work site, Specifications, Instructions to Firms Submitting Proposals, and all other contract documents. If this proposal is accepted for award, proposer agrees to enter into a contract with the City of Montebello at the cost/fee set forth in the Cost Proposal Form B.

Date: _____

Name: _____

Authorizing Signature: _____

Title: _____

Company: _____

FORM B—COST PROPOSAL FORM

NOTE: TO BE SENT UNDER SEPARATE SEALED COVER

To the Montebello City Council, herein called the "Council";

Pursuant to and in compliance with your Request for Proposals and the other documents - relating thereto, the undersigned proposer, having familiarized themselves with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the Maintenance Specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with the maintenance of the Montebello Municipal Golf Course in the City of Montebello, all in strict conformity with the specifications and other Contract Documents on file at the office of the City Clerk of said City.

FIXED COST BID

The furnishing of all labor, materials, methods, processes, tools, implements, equipment, utilities, transportation, insurance, bonds and other services or supplies required to provide maintenance services for Golf Course/Grounds Maintenance of the Montebello Municipal Golf Course as described in the Maintenance Specifications and RFP document for 60-month contract period:

Period	Monthly Cost
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____

FORM C—DESIGNATION OF SUBCONTRACTORS/SUPPLIERS/VENDORS

Bidder proposes to subcontract certain portions of the work which are in excess of two and one-half (2 ½) percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS AND PHONE NUMBER	SERVICE/SUPPLY	APPROXIMATE COST

FORM D—REFERENCES

The following are the names, addresses, and telephone numbers for three similar golf courses for which proposer has performed similar maintenance work within the past five (5) years:

1. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

2. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

3. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

FORM E— BIDDER INFORMATION

Proposer certifies that the following information is true and correct:

Proposer's Name: _____

Form of Legal Entity: (i.e., individual, partnership, corporation, other): _____

If a Corporation, State of Incorporation: (e.g., California): _____

Business Address: _____

_____

Telephone: _____

State Contractor's License No. and Class: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest in this proposal:

_____

_____

_____

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Item: _____ Date: _____

Item: _____ Date: _____

Item: _____ Date: _____

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

_____

_____

FORM E (continued)

IN WITNESS WHEREOF, PROPOSER executes and submits this proposal with the names, titles, and signatures of authorized principals this ___day of _____, 2019.

PROPOSER

Subscribed and sworn to this _____ day of _____, 2019.

NOTARY PUBLIC _____

ATTACHMENT A

MONTEBELLO MUNICIPAL GOLF COURSE

SPECIFIC MAINTENANCE STANDARDS & SPECIFICATIONS

1. LANDSCAPE:

A) GREENS AND NURSERY:

a. Maintain all greens in accordance with playability and industrywide standards. No standing water or mud will be allowed.

b. Mow greens during the March-November period six (6) times per week and during the December-February period four (4) times per week with an approved greens reel type mower at a height of 1/8"-5/32". Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course. All grass clippings must be collected and removed from the site during each mowing operation.

c. Relocate ball cups daily to USGA Standards to enable worn turf spots to recover. Set pin placement, in healthy turf area with proper colored flag. Set hole plugs at proper grade.

d. Replace soil and re-seed following removal of nursery sod.

e. Verticut greens up to once per week during periods of active turf growth. Coordinate verticutting, aerifying and topdressing, combing and brushing.

f. Aerify greens at least three (3) times per year or more frequently, if needed, and remove plugs the same day. Aerify with conventional hollow tines two times per year. Aerify with deep tine methods to relieve soil compaction and to promote a healthier growing environment, one time per year. Minimize interference to play. Schedule aerification well in advance and in conjunction with the Golf Concessionaire.

g. Apply and brush an approved topdressing material into the turf following all aerifications with an approved topdressing spreader. Apply spot topdressing to repair damage from ball marks or any other damage. Apply light topdressing in conjunction with verticutting.

h. Analyze soil within 30 days after the start of the term of the contract and at least once every year thereafter. Apply fertilizer in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Apply 6 to 7 pounds of actual nitrogen per thousand square feet per year under normal conditions. Utilize a variety of granular slow release types of material.

i. Treat greens with proper chemicals to control insects, disease, weeds and other pests.

j. Keep greens and collars free of foreign grasses and/or broadleaf weeds that tend to creep in from the edges.

k. Take electroconductivity (EC) readings weekly to determine salts levels and if they are above normal, take corrective action to reduce them.

l. Treat, sod, plug, and level bare or stressed areas properly.

m. Mow greens collars two-to-three (2-3) times per week to a height of 1/4" with an approved greens reel type mower.

2. FAIRWAY MAINTENANCE:

A) Maintain all fairways in accordance with accepted playability and industrywide standards at all times. Mow fairways two-three (2-3) times weekly, depending on the growing season, at height of 1/2".

B) Verticut fairways as necessary for turf health and good playing condition.

C) Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spot aerify to relieve compaction.

D) Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 175 pounds of actual nitrogen per acre, per year, under normal conditions. Take soil tests at least one (1) time per year.

E) Treat turf to control weeds, diseases, insects and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.

F) Police all areas on a regular basis and remove all paper, leaves, cans, bottles, tree branches, and other debris.

G) Ensure that there is no standing water or mud holes.

H) Ensure that yardage markers and balls are in place and maintained.

I) Ensure that cart traffic management devices are in place.

J) Treat, sod, plug, and level bare or stressed areas properly.

K) Mark out-of-bounds, ground-under-repair, and other areas properly.

3. TEE MAINTENANCE:

A) Service tees two-to-three (2-3) times per week, depending on season, by moving tee markers, benches, and ball washers. Change tee towels weekly and keep ball washers filled to proper level with water and appropriate cleaning agent. Ensure that tee markers placed in healthy areas with tee markers set flat.

B) Mow tees three (3) times weekly with reel type mower at height of 3/8" and remove clippings.

C) Verticut tees at least twice per year for thatch removal.

D) Aerify and top-dress tees at least three (3) times per year or more frequently if needed, using the appropriate equipment with the minimum of interference to play.

E) Determine fertilization frequency, types of material and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 8 to 10 pounds of actual nitrogen per thousand square feet per year under normal conditions. Typically combinations of granular slow release type of materials may be utilized.

F) Repair worn and damaged turf areas as they occur by topdressing, overseeding or re-sodding to ensure playability at all times. Treat, sod, plug, and level bare or stressed areas properly.

G) Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.

H) Empty trash receptacles daily.

I) Ensure that there is no standing water or mud holes.

4. ROUGHS MAINTENANCE:

A) Maintain turf areas in accordance with acceptable industrywide standards at all times, observing the following minimum requirements:

a. Mow one-to-two (1-2) times per week, depending on growing season, at a height of 1-1/2" to 2".

b. Verticut as necessary to promote healthy growth.

c. Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spot aerify to relieve compaction.

d. Overseed and top-dress (or re-sod) worn or bare turf areas as necessary.

e. Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 87 pounds of actual nitrogen per acre, per year under normal conditions

f. Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf, weed-free, and disease-free.

g. Ensure that there is no standing water or mud holes.

h. Treat, sod, plug, and level bare or stressed areas properly.

i. Ensure that all play areas are free of debris.

j. Mark out-of-bounds, ground-under-repair, and other areas properly.

5. BUNKERS:

A) Clean and rake sand bunkers daily; ensure that the sand is not compacted.

B) Edge turf mechanically around sand bunkers monthly or more frequently if required to ensure a neat appearance. Maintain the design outline of the bunkers to ensure the integrity of the bunker shape. Ensure that traps have 2" lip on lower side. Ensure that there is no excess sand buildup on high side.

C) Remove excess sand in the turf surrounding the trap on a regular basis.

D) Ensure a minimum of two (2) rakes are available at all sand bunkers at all times.

E) Maintain the existing bunker drainage and repair as needed.

F) Ensure that there is no standing water or mud holes.

6. DRIVING RANGE MAINTENANCE:

A) The practice range landing zone shall be maintained with the same equipment and according to the same fertility and pest control guidelines as the fairways.

B) Mow landing area turf weekly at height of 1/2".

C) Check lighting on a weekly basis. Repair and replace faulty bulbs and/or fixtures as needed.

D) Maintain tee lines on double-deck range in a clean condition at all times and repair as needed.

E) Coordinate all range maintenance with the Golf Concessionaire.

7. TREES:

A) Perform all trees trimming on a schedule submitted to and approved by the City.

B) Prune trees as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.

C) Fertilize as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem; rather, spread evenly in area of drip zone

D) Provide additional nutrient treatments to ailing or stunted trees, which fail to meet expected growth, to correct any deficiencies or be remove and replace in kind.

E) Remove surface roots, which become maintenance or appearance problems, as required to prevent damage to adjacent areas.

F) Remove and replace dead or terminally diseased trees.

G) Do not use string trimming within 12" around the base of trees. Mow around base of trees. A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

8. GROUND COVER:

A) Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.

B) Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance

C) Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Keep shrub beds free of weeds.

D) Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.

E) Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required, but no less than twice a year, to promote healthy appearance.

9. IRRIGATION SYSTEM:

A) EFFICIENT USE OF WATER:

a. Establish and program an efficient watering schedule. Determine application rates based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.

b. Factor in soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.

c. Set the controllers to operate during the period of lowest wind velocity which would normally occur at night, especially in areas where wind creates problems of spraying onto private property or road rights of way.

d. Monitor all systems within premises daily and correct for: coverage, adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.

e. Check the soil moisture content on greens, tees and fairways regularly and make appropriate adjustments. Conduct visual observations, check plant resiliency, turgidity, examine cores removed by soil probe, moisture sensing devices, and program irrigation controllers accordingly.

f. Repair all leaking or defective valves, lines and sprinkler heads as soon as possible but no later than within 24 hours.

g. Turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

B) SYSTEM MAINTENANCE:

a. Make repairs according to the industry standards and conform to all related codes and regulations.

b. Adjust the height of sprinkler risers necessary to compensate for growth of plant materials.

c. Maintain or replace all controller enclosures as needed, to maintain a good appearance.

d. Keep sprinkler heads and valve boxes clear of overgrowth, which may obstruct maximum operation.

e. Make repairs made to the irrigation system according to the system's original design with products equal to or higher quality than currently provided.

f. Maintain and re-certify backflow devices as required by regulatory agencies.

g. Maintain pressure-regulating devices on a regular basis.

h. Check and maintain pumping stations and booster pumps to industry standards. Keep all preventative maintenance current.

i. Clean and service the lake fountains in conjunction with the regular cleaning of the lakes. Keep in good repair and functioning at all times. Secure intake covers properly.

j. Ensure that all valve boxes are visible and there are no missing or broken valve box lids.

10. LAKE AND CHANNEL MAINTENANCE:

A) Maintain weed and algae control program.

B) Remove all visible litter/trash from lakes at time of detection.

C) Ensure that the aerator/fountain is working at all times.

D) Ensure that the water is clear.

E) Maintain the lakes at their proper level.

F) Mark water hazards properly.

G) Employ erosion control methods as necessary.

11. PEST CONTROL:

A) PESTICIDES:

a. General: Use all materials in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.

b. Obtain all required permits and maintaining the required usage documentation. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of contractor including, but not limited to, reporting to the Los Angeles County Agricultural Department.

B) APPLICATION OF PESTICIDES:

a. Timing: Apply pesticides at times that limit the possibility of contamination from climatic and other factors. Apply early morning whenever possible to avoid contamination from drift. Monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Reduce irrigation water runoff after applied treatment. Apply water only when it is required to increase pesticide efficiency, without excessive runoff.

b. Handling of Pesticides: Handle transfer and mix pesticides to prevent contaminating areas outside the target area. Ensure that materials are confined to the target area. Do not drain spray tanks containing leftover materials on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.

c. Equipment and Methods: Ensure that spray equipment is in good operating condition, quality, and design to efficiently apply material to the target area. Avoid high pressure applications and using water soluble drift agents will minimize drift

d. Recommendations: Ensure that all pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA). A licensed qualified applicator (QAC) shall be on site during application.

12. PLANT PESTS CONTROL:

A) Provide complete and continuous control and/or eradication of all plant pests or diseases.

B) Supply the proper chemical designated for the pests to be controlled.

C) Obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

13. ANIMAL AND RODENT CONTROL:

A) Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property.

B) Repair damage to public or private property due to erosion as a result of rodent activity.

14. HARDSCAPES, COURSE EQUIPMENT, FENCING, LIGHTING, PATHS, SIGNAGE:

A) CART PATHS:

a. Sweep or blow clean of debris weekly or more often as needed

b. Edge and scrape clean once every three (3) weeks.

c. Repair all potholes and/or other surface damage or defects immediately upon detection to ensure a safe usable surface.

d. Control all weeds growing in cracks, expansion joints and other hard surfaces by the use of chemical weed control.

e. Ensure that the surfaces non-slip and free of standing water.

B) FENCES/GATES:

a. Check and repair all fences, gates and railings regularly to ensure a safe, secure and aesthetically pleasing condition at all times.

C) COURSE ACCESSORY EQUIPMENT

a. Maintain, repair, and replace all course accessory equipment in a clean, safe, functioning condition at all times and repaint as required to present an aesthetically pleasing appearance. Replacement course accessory equipment needs to meet current standards.

b. Accessory equipment shall include, but not be limited to the following:

1. Ball Washers
2. Benches
3. Flags and Poles
4. Greens Cups
5. Range Mats
6. Range Yardage Markers
7. Sand Rakes
8. Signage
9. Tee and Fairway Markers
10. Tee Towels
11. Trash Receptacles

D) SIGNAGE:

a. Replace or add, as needed

b. Proper placement is evident

c. Proper colors and logo in place

d. Clean and readable

15. FACILITIES:

A) MAINTENANCE YARD:

a. Keep the maintenance yard and building clean and neat at all times with all material inventories and supplies stored in a manner in keeping with CAL-OSHA, and all Local, County and State regulations.

b. Lock or otherwise secure when unattended to discourage unauthorized entry.

c. Clean office and lunchroom floors monthly or as needed.

B) RESTROOMS:

a. Clean and sanitize restrooms daily using cleaning and sanitizing agents recognized for use in public restrooms.

b. Maintenance shall include, but not be limited to:

1. Sweep and mop floor
2. Clean and sanitize basins, metal fixtures, urinals, toilets and trash receptacles
3. Clean and polish mirrors
4. Check and restock paper supplies as needed.Clean walls, ceilings, screens and windows monthly or as needed.
5. Repair and replace leaky or malfunctioning fixtures immediately upon

detection.

6. Lock and unlock restrooms for opening and closing.
7. Check lighting fixtures daily and re-lamp faulty fixtures as needed at time of detection.
8. Provide appropriate temporary signage for restroom floors which are wet for any reason.

C) GRAFFITI:

a. Inspect golf courses daily for evidence of graffiti. Pay special attention to restrooms, signs, markers, curbing, paving, tees, utility poles/boxes and/or any other structures or fixtures.

b. Eradicate all graffiti within four (4) hours of detection.\

c. Paint over any graffiti with a color consistent with that of the original surface.

d. Remove by sand or water blasting any graffiti on non-painted surfaces.

16. DESIRED EXPERIENCE:

A) Company must have been responsible for maintaining golf courses in the US for at least 20 years.

B) Company must be maintaining golf courses in Southern California for at least 10 years.

C) Company must presently maintain over 25 Municipal Golf Courses in the US.

D) Company must have the experience of being directly involved with the development, planning, construction and operations of at least 25 golf courses in the US over the past 20 years.

E) Company must have been directly involved with the development, planning, construction and operations of more than 10 municipal golf courses in the US over the past 15 years.

Company must be flexible with potential changes in course configuration, layout or design changes including but not limited to experience with seed and sod farming, transport and replanting of sod in large quantities as well as large scale grow-in experience.

CITY OF MONTEBELLO **CONTRACTOR**

_____ _____

René Bobadilla
City Manager

Title of Representative

Dated: _____ Dated: _____

ATTEST:

_____
Irma Barajas
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

CALIFORNIA NEWSPAPER SERVICE BUREAU

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1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3376501

COPY OF NOTICE

Notice Type: PFP PASS FOR PUBLICATION

Ad Description
RFP NO. 20-14

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):

07/02/2020

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 invoice.

NOTICE INVITING PROPOSALS/SEALED BIDS FOR GOLF COURSE MAINTENANCE OF THE MONTEBELLO MUNICIPAL GOLF COURSE
RFP NO. 20-14

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello ("City") as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 4:00 p.m. on Thursday, July 30, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A mandatory pre-proposal meeting and site walk-through will be held at the Maintenance Yard, Montebello Golf Course at **984 Via San Clemente, at 10:00 a.m. on Thursday, July 9, 2020**.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 et seq., the Project is a "public work.". The selected Bidder (CONTRACTOR) and any subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. Contractors shall provide their DIR Contractor Registration Number.

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective

* A 0 0 0 0 0 5 4 4 2 5 7 4 *

at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties. The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

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

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

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Thursday, June 25, 2020

PRE-PROPOSAL MEETING: Thursday, July 9, 2020 @ 10:00 a.m. – Golf Course

SUBMITTAL DUE DATE: Thursday, July 30, 2020 @ 4:00 p.m.

BID OPENING: Thursday, July 30, 2020 @ 4:30 p.m. at City Council Chambers

AWARD DATE: August 12, 2020 City Council Meeting (tentative)

7/2/20

EWA-3376501#

MONTEBELLO NEWS

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
BY AND BETWEEN
CITY OF MONTEBELLO
AND
ANTARES GOLF, LLC

THIS AGREEMENT ("Agreement") is made and entered into on August 26, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Antares Golf, LLC, (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Golf Course Maintenance of the Montebello 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 Request for Proposals No. 20-14 for Golf Course Maintenance services in the City of Montebello (June 25, 2020) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the 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 60 months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or

disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

SECTION 21. NOTICE.

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

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@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

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
Title of Representative

Dated: _____

ATTEST:

_____
Irma Barajas
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman
City Attorney

Exhibit "A"

ITEM #22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **Resolution Finding that Requirements Pursuant to California Public Utilities Code Section 10061 for the Sale of the Portions of the City of Montebello Water System Located Outside Its Boundaries Have Been Met**

DATE: August 26, 2020

RECOMMENDATIONS:

It is recommended that the City Council adopt a Resolution finding that requirements pursuant to California Public Utilities Code Section 10061 for the sale of the portions of the City of Montebello Water System located outside its boundaries have been met.

BACKGROUND

On September 28, 2018, the Governor signed Assembly Bill 2339 – Gipson (AB-2339), adding California Government Code Section 37420.5, which authorized the cities of El Monte, Montebello and Willows to sell their municipal water systems by January 1, 2022. AB 2339 established numerous requirements and a specific process for the approval of the sale by the City Council.

On May 27, 2020, the City Council adopted Resolution No. 20-39 at a Public Hearing in compliance with the requirements of California Government Code Section 37420.5, following a lengthy and required process. The Resolution authorized the execution of an Agreement for Purchase and Sale of Water System Assets (“Agreement”) for the sale of the City’s Water System to the San Gabriel Valley Water Company (“SGVWC”).

Staff continues working with SGVWC staff to execute the Agreement. SGVWC is currently preparing the application to the California Public Utilities Commission (“CPUC”) that is a prerequisite to the execution of the Agreement. The recommended Resolution is required for the CPUC application because small portions of the City’s Water System are located in the cities of Commerce and Rosemead.

FISCAL IMPACTS:

The recommended action does not change the terms and conditions of the Agreement. Upon completion of the sale transaction, the City would receive a one-time, lump sum payment of $15,857,000 from SGVWC. The recommended agreement also includes the annual lease of the City's 386.50 acre-feet of water rights by SGVWC at a starting rate of $450 per acre-foot for a period of ten years. The lease value of the first year is $173,925 and the value over ten years is estimated at $1,950,000, including anticipated escalation. The Fiscal Year 2020-21 budget includes revenue for the lease of the City's retained water rights.

SUMMARY:

The recommended Resolution is required for the CPUC application that must be approved before the Agreement is executed. Following City Council adoption of the Resolution, staff will continue working with SGVWC to submit the CPUC application and execute the Agreement once the CPUC approves the application.

ATTACHMENTS:

A. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, FINDING THAT REQUIREMENTS PURSUANT TO CALIFORNIA PUBLIC UTILITIES CODE SECTION 10061 FOR THE SALE OF THE PORTIONS OF THE CITY OF MONTEBELLO WATER SYSTEM LOCATED OUTSIDE ITS BOUNDARIES HAVE BEEN MET

WHEREAS, the City of Montebello, a California municipal Corporation ("City"), is the owner of the Water system(s), related assets described in Exhibit "A" attached to this Resolution ("Water System"); and

WHEREAS, on September 28, 2018, the Governor signed Assembly Bill 2339 (A.B. 2339) adding California Government Code Section 37420.5, authorizing the City to sell its municipal water system and amending Section 10061 of the Public Utilities Code, authorizing a municipal corporation to sell, for just compensation all or any part of its municipal water system that lies outside its municipal boundaries to any other public utility water corporation by following the provisions of Section 10061; and

WHEREAS, the City Council on May 27, 2020, by resolution and in compliance with the requirements of California Government Code Section 37420.5, approved and directed City staff to execute an Agreement for Purchase and Sale of Water System Assets ("Agreement") for the sale of its Water System; and

WHEREAS, before the City may sell the portion of its Water System located outside of the City's boundaries, the City Council by resolution in accordance with Public Utilities Code Section 10061 must determine that the subject public utility, or portion thereof, is not necessary for supplying water service to its own inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello, California, as follows:

SECTION 1. Findings.

A. The City Council finds that City's aging infrastructure, including the Water System is in critical need of capital improvements.

B. The City Council finds that the pursuant to A.B. 2339, the City has or will meet the following requirements:

1. The legislative body of the City shall not sell the water utility property without a majority vote of the city's legislative body.

2. Portions of the City's Water System extend outside the City's municipal boundaries into the municipal boundaries of the City of Commerce and the City of Rosemead;

3. The portions of City's Water System located outside its municipal boundaries are not necessary for supplying water service to its own inhabitants.

4. The acquiring entity will be bound to render water service to the persons formerly served through the system being sold on terms and conditions that are just and reasonable and do not unreasonably discriminate against the customers of the City's Water System.

SECTION 2. Final Action. The City Council approves the sale of the City's Water System located outside its municipal boundaries.

SECTION 3. Description of the Property. The Water System is depicted in Exhibit "A" attached to this Resolution.

SECTION 4. Certification; Effectiveness. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____day of_____, 2020.

CITY OF MONTEBELLO

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman, City Attorney

ITEM #23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Resolution Approving and Authorizing the City Manager to Execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the Los Angeles County Flood Control District**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council adopt a Resolution approving and authorizing the City Manager to execute the Los Angeles Region Safe, Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District (LACFCD).

BACKGROUND

On November 6, 2018, Los Angeles County voters successfully passed Measure W, the Safe, Clean Water Program ("SCWP"). Measure W established a parcel tax to fund projects and programs throughout the County to improve the quality of storm water runoff. The first annual parcel tax was collected on the tax bills for Fiscal Year 2019-20. Following the tax collection, SCWP revenues will be allocated as follows: 1) 10 percent to the LACFCD; 2) 40 percent to the municipalities within the District; and 3) 50 percent to the nine watershed areas to fund regional watershed-based multi-benefit projects to be implemented by project developers, and to provide technical resources, and conduct scientific studies.

The LACFCD requires a transfer agreement ("Agreement") for the Municipal Program in order to disburse funds to the municipalities in proportion to the tax collected in each jurisdiction on an annual basis. The Agreement for the Municipal Program will expire every four years, and funds received are to be used for implementation, operations and maintenance, and administration of eligible storm water quality improvement projects and programs as defined in the Agreement.

The Agreement was approved as to form by the City Attorney.

FISCAL IMPACTS

The SCWP is estimated to generate up to $285 million in annual revenue for the entire County. The FY 2019-20 local return allocation for Montebello is reported at approximately $940,000. Montebello will receive approximately this amount annually from the program.

The program requires that the city submit an annual expenditure plan at the beginning of the fiscal year and a progress report 6 months after the close of the fiscal year. There is also an audit scheduled after the end of the third fiscal year. These items will be presented for City Council approval in accordance with the County's schedule.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction has begun on this $32 million project. Montebello's contribution is $5,080,000 for construction and $36,000 annually for operation and maintenance. The payment schedule per the terms of the agreement is listed below. Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund and, therefore, will not impact the General Fund.

Invoice No.	Amount	Payment Date
1	$700,000	12/30/2020
2	$800,000	12/30/2021
3	$900,000	12/30/2022
4	$900,000	12/30/2023
5	$900,000	12/30/2024
6	$880,000	12/30/2025

SUMMARY

The recommended resolution will delegate the signature authority to the City Manager for the subject Agreement. The Agreement is required in order to receive the local return funds from Los Angeles County from the Safe, Clean Water Program funded by Measure W. Upon approval of the City Council, staff will coordinate the execution of the Agreement and administration of the funds with Los Angeles County.

ATTACHMENTS:

A. Resolution
B. Exhibit A - Transfer Agreement No. 2020MP53

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE, CLEAN WATER PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

WHEREAS, the City Council of the City of Montebello ("City") is eligible to receive local return funding for Stormwater, Urban Runoff Pollution and Water Quality projects and programs, through the Los Angeles County Flood Control District funded by Measure W, the Safe, Clean Water Program ("SCWP"); and

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCWP funds, Municipalities must enter into a Transfer Agreement with the District to transfer SCWP funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello, California, as follows:

SECTION 1. The City Council hereby approves and authorizes the City Manager to execute the Safe, Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District, in the form attached to this Resolution as Exhibit "A".

SECTION 2. Certification; Effectiveness. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____day of_____, 2020.

CITY OF MONTEBELLO

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman, City Attorney

TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
MONTEBELLO
AGREEMENT NO. 2020MP53
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Montebello, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Montebello	
Name:		Name:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.

C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District’s receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.

C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.

D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

MONTEBELLO

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.

3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.

2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.

3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5^{th}) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Municipality shall notify the District promptly of the following:

    a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.

    b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.

    c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Breakdown of how the SCW Program Payment has been expended;

    c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;

    e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;

    f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.

    g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.

    h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.

    i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

   i. Annual volume of stormwater captured and treated
   ii. Annual volume of stormwater captured and reused
   iii. Annual volume of stormwater captured and recharged to a managed aquifer
   iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
   v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.

   vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.

3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.

3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

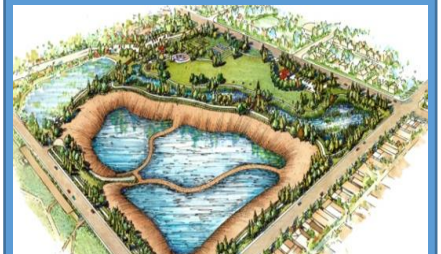
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

BEST

BETTER

GOOD



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 21 and 40 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

  - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

ITEM #24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Change Order No. 2 to the Construction Contract with Gentry Brothers, Inc. for C.P. # 866 – Beverly Boulevard Street Improvements Project From Wilcox Avenue to Montebello Boulevard**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council approve Change Order No. 2, in the amount not-to-exceed $200,000, to the construction contract with Gentry Brothers, Inc. (GBI) for C.P. # 866 – Beverly Boulevard Street Improvements Project ("the Project") from Wilcox Avenue to Montebello Boulevard. The total contract amount increases to $1,267,601.

BACKGROUND

This Project was added to the Capital Improvement Program in Fiscal Year 2017-2018. The Project includes removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling and repaving existing asphalt pavement streets, adjustment of utility covers, installation of pavement markings, curb painting, and installation of traffic loops. The limits of the Project as previously approved are Wilcox Avenue to Montebello Boulevard.

On September 11, 2019, the City Council found the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved the Project plans and specifications as prepared by Infrastructure Engineers and authorized the Public Works Department to advertise the Project for public bidding.

The City Council awarded GBI a contract in the amount of $739,951 at the City Council Meeting on February 12, 2020 following a bidding process in compliance with the California Public Contract Code. GBI commenced construction on May 11, 2020. Construction was substantially completed on July 15, 2020. The recommended Change Order No. 2, in the amount not-to-exceed $200,000, is for the addition of a High Intensity Activated crosswalk (HAWK) pedestrian crossing signal at 20th Street and Beverly Boulevard. The HAWK signal is a solar-powered overhead flashing yellow beacon with additional signage that is activated by pedestrians to alert vehicles travelling on Beverly Boulevard that a pedestrian is attempting to cross Beverly Boulevard.

The addition of the work was presented to the Streets Ad Hoc Committee on May 5, 2020 and the Committee unanimously directed staff to negotiate with the contractor. The contractor agreed to the cost proposal on August 12th and City Council approval is required due to the amount of the change order. The contractor is prepared to proceed with the added work upon City Council approval. There is a 60 to 90 calendar day lead time for the delivery of the signal poles.

ANALYSIS

An updated summary of total projected costs is as follows:

$ 37,893	Design Phase (Plans, Specifications, & Estimate)
$ 9,500	Topographical Survey
$ 14,800	Construction/Project Management
$ 12,500	Geotechnical Investigation
$ 36,998	Public Works Inspection
$ 6,500	Geotechnical Material Testing
$ 739,951	Original Construction Contract (GBI)
$ 327,650	Change Order No. 1
$ 200,000	**Change Order No. 2**
$ 184,987	Contingency (25%)
$1,570,779	**Total**

Change Order No. 2 was negotiated with the contractor, GBI, and has been verified by staff as a fair and reasonable price for the scope of improvements proposed.

FISCAL IMPACTS

On February 12, 2020, the City Council approved appropriating $1,043,129 in Proposition C funds for the Project. The project budget was increased to $1,370,779 with an appropriation of $327,650 in additional Proposition C funds approved by the City Council on May 13, 2020 for Change Order No. 1.

In order to proceed with the proposed work for Change Order No. 2, an additional funding appropriation in the amount of $200,000 is required. The Fiscal Year 2020-21 Capital Improvement Program (CIP) budget includes $200,000 in Measure R funds for this project (Account No. 220-99-7116-100.404.30). Adoption of the FY 2020-21 CIP budget will amend the current year budget and appropriate these additional funds.

SUMMARY

The City Council will consider approving Change Order No. 2, in the amount not-to-exceed $200,000, to the construction contract with Gentry Brothers, Inc. for C.P. # 866. Upon the approval by the City Council of the recommended action and the approval of the Fiscal Year 2020-21 Capital Improvement Program budget, staff will direct the contractor to proceed with the proposed pedestrian crosswalk improvements.

ITEM #25

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Nicholas Razo, Director of Human Resources – Information Technology

SUBJECT: COMPENSATION PLAN AND TABLE OF ORGANIZATION UPDATE

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1) Review and adopt an amended resolution adopting the compensation plan and table of organization; and

2) Update specifically the salary range for "Risk Manager."

BACKGROUND

The City is self-insured and utilizes a Third Party Administrator (TPA) as well as an in-house Risk Manager to administer, process, and manage liability and workers compensation claims. The Risk Manager plays an integral role in ensuring a safe work place for employees and minimizing liability risk to the City.

Pro-active management of workers compensation and liability claims saves the City money each year. Creating workplace safety programs reduces workers compensation claims, and actively managing existing workers compensation claims ensure employees can return to work in a timely and safe manner. Additionally, active liability claims management minimizes legal fees by reaching agreements between the City and claimants in a timely manner.

Effectively managing the City's multi-million dollar insurance and claims program requires exceptional knowledge of workers compensation and general liability processes. The City has a Risk Manager who has provided exceptional service in all areas and has made an immediate positive impact to Risk Operations by implementing proactive procedures, working closely with each Department and utilizing her vast experience in workers compensation statutes and implementing best practices to address claim exposure. The Risk Manager works closely with the City's TPA and brought with her consid-

erable experience working with TPAs, which has led to quick resolutions to simple and complex claims. The Risk Manager has also become the lead during the COVID-19 Pandemic for instituting contact tracing protocols and negotiating COVID-19 testing from various health clinics.

BACKGROUND/ ANALYSIS

Given the importance of the Risk Manager to the City's overall financial well-being, Staff is recommending the amendment of the salary range for the "Risk Manager" classification adjusts to the current salary. Doing so will help retain the current incumbent and assist with any future recruitments should this position be vacated. Currently, the salary range – per the June 24, 2020, approved Compensation Plan Resolution – for Risk Manager is $7,038 - $8,554 per year. Staff is recommending the salary range be amended to $8,933 - $10,858.

FISCAL IMPACT:

The proposed increase would add $27,648 in salary costs for the current year (top of existing range vs. top of proposed range). The Human Resources – Information Technology Department will have savings in both salary and operations budget categories to cover this additional cost.

RECOMMENDATION

It is recommended that the City Council review and adopt an amended resolution adopting the compensation plan and table of organization, specifically updating the salary range for "Risk Manager."

ATTACHMENT(S):

A – Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION (POSITION LISTING)

THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS	MONTHLY SALARY RANGES		
City Councilmembers	1,032	-	1,032
City Clerk	695	-	695
City Treasurer	695	-	695

CLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)	10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)	10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)	11,233	-	12,554
Fire Captain (eff 4/28/19)	6,920	-	8,693
Fire Captain (eff 10/13/19)	7,196	-	9,040
Fire Captain (eff 1/5/20)	7,484	-	9,402
Fire Captain (eff 1/3/21)	7,933	-	9,966
Police Captain (eff 7/7/19)	11,878	-	13,273
Police Captain (eff 1/5/20)	12,591	-	14,069
Police Captain (eff 1/3/21)	13,346	-	14,913
Police Lieutenant (eff 7/7/19)	10,483	-	11,714
Police Lieutenant (eff 1/5/20)	11,112	-	12,417
Police Lieutenant (eff 1/3/21)	11,779	-	13,162
Police Sergeant (eff 7/7/19)	8,485	-	9,530
Police Sergeant (eff 1/5/20)	8,994	-	10,101
Police Sergeant (eff 1/3/21)	9,534	-	10,707

CLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Account Clerk I (eff 4/28/19)	63.7	2,430	-	3,101
Account Clerk I (eff 1/5/20)	63.8	2,527	-	3,225

Account Clerk I (eff 1/3/21)	63.9	2,628	-	3,354
Account Clerk II (eff 4/28/19)	64.0	2,888	-	3,686
Account Clerk II (eff 1/5/20)	64.1	3,004	-	3,834
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Planner (eff 4/28/19)	64.9	3,615	-	4,614
Assistant Planner (eff 1/5/20)	65.0	3,760	-	4,799
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mechanic (eff 4/14/19)	62.8	4,052	-	5,171
Body Shop Mechanic (eff 1/5/20)	62.9	4,214	-	5,378
Body Shop Mchanic (eff 1/3/21)	63.0	4,382	-	5,593
Building Maintenance Tradeworker I (eff 4/28/19)	65.2	2,551	-	3,255
Building Maintenance Tradeworker I (eff 1/5/20)	65.3	2,653	-	3,385
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 4/28/19)	65.5	2,748	-	3,507
Building Maintenance Tradeworker II (eff 1/5/20)	65.6	2,858	-	3,647
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 4/28/19)	65.8	2,680	-	3,421
Building Permit Technician (eff 1/5/20)	65.9	2,787	-	3,557
Building Permit Technician (eff 1/3/21)	66.0	2,899	-	3,700
Bus Operator (eff 4/14/19)	62.2	3,319	-	4,235
Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945
Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500

Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867
Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412
		(23.9281 - 30.5443/hr)		
		(56 hr/week)		
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709
		(24.8852 - 31.7661/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017
		(25.8806 - 33.0367/hr)		
		(56 hr/week)		
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498
		(27.4335 - 35.0189/hr)		
		(56 hr/week)		
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314
		(20.3716 - 26.0202/hr)		
		(56 hr/week)		
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567
		(21.1864 - 27.0610/hr)		
		(56 hr/week)		
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829
		(22.0339 - 28.1434/hr)		
		(56 hr/week)		
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239
		(23.3559 - 29.8320/hr)		
		(56 hr/week)		
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545
Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700

Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225
Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
Accounting Manager (eff 4/28/19)	6,766	-	8,225
Accounting Manager (eff 1/5/20)	7,037	-	8,554
Accounting Manager (eff 1/3/21)	7,318	-	8,896

Accounting Supervisor (eff 5/26/19)	5,087	-	6,185
Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager (eff 6/27/19)	11,906	-	15,751
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 1/3/21)	6,321	-	7,686
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager	20,000	-	20,000
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972
Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304

Deputy City Clerk (eff 1/3/21)	7,105	-	8,637
Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Chief	11,341	-	12,675
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance (eff 6/27/19)	10,732	-	13,050
Director of Finance (eff 2/10/20)	10,732	-	13,417
Director of Human Resources & Risk Management (eff 6/27/19)	10,732	-	13,050
Director of Planning & Community Development (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 3/23/20)	10,732	-	15,417
Director of Recreation & Community Services (eff 6/27/19)	10,732	-	13,050
Director of Transportation (eff 6/27/19)	10,732	-	13,050
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief (eff 6/27/19)	12,887	-	17,182
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972

Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251
Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief (eff 6/27/19)	11,899	-	17,267
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021
Risk Manager (eff 7/25/19)	6,767	-	8,225
~~Risk Manager (eff 1/5/20)~~	~~7,038~~	~~-~~	~~8,554~~
~~Risk Manager (eff 1/3/21)~~	~~7,319~~	~~-~~	~~8,896~~
Risk Manager (eff 1/5/20)	**8,933**	**-**	**10,858**
Risk Manager (eff 1/3/21)	**9,290**	**-**	**11,292**
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690

Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461
Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748
Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089

HOURLY CLASSIFICATION	HOURLY RANGES		
Administrative Analyst (eff 4/28/19)	12.36	-	22.61
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61
Administrative Analyst (eff 1/5/20)	13.52	-	23.51
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51
Administrative Analyst (eff 1/3/21)	14.56	-	24.45

Administrative Secretary (eff 4/28/19)	17.15	-	21.64
Administrative Secretary (eff 1/5/20)	17.84	-	22.51
Administrative Secretary (eff 1/3/21)	18.55	-	23.41
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31
Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73
Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19

Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83
Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17
Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40

Police Community Services Officer (eff 1/5/20)	13.52	-	16.01
Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22
Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45
Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45

Secretary (1) (eff 1/1/20)	13.00	-	16.09
Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to $13.00 per hour effective January 1, 2020 from $12.00 per hour; the minimum wage will increase to $14.00 per hour effective January 1, 2021 from $13.00 per hour

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the CA minimum wage rate

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect as of March 25, 2020.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2020.

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

ITEM #26

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Authorize the City Manage to Amend the Term of the Contract with Life-Assist, Inc. Vendor for Paramedic Supplies to add one-year**

DATE: August 26, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

1) Authorize the City Manager to execute the one-year term option to extend the Life Assist, Inc. Vendor Agreement (Amendment No. 1); and

2) Authorize the total contract expenditures total not-to-exceed $70,000 to account for additional need for Personal Protective Equipment (PPE) and other medical supplies, and;

3) Take such additional, related, action that may be desirable

BACKGROUND

Life Assist, Inc. has been serving the City's Fire Department for several years, and has continued to serve the City with a wide-inventory of paramedic and medical field supplies, including medications, intravenous fluids, assorted needles, bandages, gloves and other miscellaneous medical equipment. These items are used on a regular basis during medical treatment and standard emergency operations, and recently due to COVID-19, the need and demand for supplies has increased. Life Assist, Inc. has been an established company since 1970 serving various other Fire Departments, such as Pasadena, Arcadia, Riverside, and Ontario.

In 2017 Life Assist, Inc. was selected through a contract process known as "piggybacking". The City chose to piggyback on the City of Pasadena's Fire Department contract (Attachment A) with Life Assist, Inc. which provides the City of Montebello the opportunity to purchase supplies in small quantities at volume prices. The method

provides cost savings and expedites access to much needed paramedic supplies. This contract allows the City to leverage another governmental competitive bidding process.

On August 23, 2017, the City Council approved the use of Life Assist, Inc. as a vendor for emergency medical services (EMS) supplies with a three (3) year contract, with two (2) optional one-year extension terms, with an annual not-to-exceed amount of $70,000. The award process of the Life Assist, Inc. contract complied with the competitive bidding requirements of the Montebello Municipal Code, as well as the City's Fiscal Policies Resolution (Attachment B)

In June 2020 the City of Pasadena Fire Department issued a Request-for-Proposal (RFP) for contracting paramedic supplies and the selected vendor will have a three (3) to five (5) year contract contingent on approval. Pending results of this year's bidding, the City of Montebello Fire Department Staff will bring forth a three-year agreement, and piggyback onto the approved selected vendor for the provision of paramedic supplies. Once the City of Pasadena Fire Department completes the current RFP process, Montebello staff will return to City Council for any action that is required for the approval of a long-term contract.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The term of the agreement is from July 1, 2020 through July 31, 2021. There is no need to amend the Fiscal Year 2020-21 budget as adequate appropriations have been included in the adopted budget.

SUMMARY

It is being requested that the City Council authorize the City Manager to approve Amendment No. 1 (one-year term extension) to the contract with Life Assist, Inc. to

provide required paramedic and Personal Protective Equipment (PPE) supplies in an annual not-to-exceed amount of $70,000.

Attachments:

A. Attachment A– City of Pasadena Fire Department, Life Assist, Inc. Contract
B. Attachment B- City of Pasadena's Piggybacking Letter

Attachment A

Agenda Report

July 24, 2017

TO: Honorable Mayor and City Council

FROM: Fire Department

SUBJECT: **AUTHORIZATION TO ENTER INTO CONTRACT WITH LIFE-ASSIST, INC. TO FURNISH AND DELIVER MEDICAL SUPPLIES AS REQUIRED FOR AN AMOUNT NOT TO EXCEED $1,000,000**

RECOMMENDATION:

It is recommended that the City Council:

1. Find that the proposed actions herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule); and

2. Accept the bid dated June 5, 2017 submitted by Life-Assist, Inc. in response to a Bid Invitation to furnish and deliver medical supplies as requested, reject all other bids received, and authorize the City Manager to enter into contract with Life-Assist, Inc. for an amount not to exceed $1,000,000 which includes $600,000 for an initial three year term and two optional one-year terms, with each year not to exceed $200,000 subject to approval by the City Manager.

BACKGROUND:

The Fire Department responds to nearly 16,000 emergency medical calls annually and uses a variety of medical supplies when responding to those calls that require the provision of emergency medical care. In support of this effort, staff purchases a variety of medical supplies and equipment to ensure the Department's first responders are prepared to treat patients with medical conditions and traumatic injuries. This helps to ensure the Department is able to provide critical pre-hospital emergency medical care, as required by Los Angeles County Emergency Medical Services Agency.
Supplies and equipment purchased by staff include necessary items such as bandages, splints, intravenous supplies, oxygen masks, medications, and airway equipment.

On May 24, 2017 the City published a Notice Inviting Bids to furnish and deliver medical supplies as required by the Fire Department in accordance with City specifications. The bid was posted on the City's online bidding site, Planet Bids, and notices were

advertised in the Pasadena Journal and the Pasadena Weekly in accordance with City Charter and Municipal Code provisions. A total of 305 vendors were notified, of which 10 prospective vendors downloaded the bid. None of the prospective bidders were local to Pasadena. Four bids were received and publicly opened on June 13, 2017. One bidder was deemed non-responsive as they were unable to agree to the City's standard purchasing policies.

Staff had requested for vendors to bid on 45 of the most commonly ordered products based on historical purchases of the Department to evaluate pricing. Of the three responsive bids received, the bid results were as follows:

Bidders	Total Weighted Bid Price
Life Assist, Inc., Rancho Cordova, CA	$93,121.8
Henry Schein, Inc., Irmo, SC	$183,061
AGIA Pharmacy & Cafe, Inc., Tehachapi, CA	$511,904

Following a formal bid process, Life-Assist Inc. is recommended as the selected vendor to furnish and deliver medical supplies in accordance with the City's specifications. Life-Assist is an established California corporation, and was the lowest bidder that was able to provide all specified goods and meet all indicated requirements. Total expenditures are not to exceed $1,000,000, which includes $600,000 for an initial three-year term and two optional one-year terms with each year not to exceed $200,000.

Life-Assist was previously awarded a three-year contract with two optional one-year terms with the Fire Department through a formal bid process, for a not to exceed amount of $150,000 each year for the first four years and a not to exceed amount of $200,000 for the final one-year term. The contract amount increase for the final term was approved by City Council on August 15, 2016. The original bid was awarded on July 9, 2012 and the current contract expires on August 31, 2017.

COUNCIL POLICY CONSIDERATION:

The proposed contract furthers the City Council's strategic planning goals to ensure public safety.

ENVIRONMENTAL ANALYSIS:

This project is exempt from CEQA review pursuant to State CEQA Guidelines Section 15061 (b) (3), the general rule that CEQA only applies to projects that may have an effect on the environment. The action proposed herein, the purchase of medical supplies and equipment will not have a potentially significant environmental effect.

FISCAL IMPACT:

The total cost of this action will be $1,000,000 if the two additional one-year terms are exercised. Funding will be addressed by utilization of existing budgeted appropriations in the Fire Department General Fund operating budget account for EMS (10131021-810100). There are no anticipated impacts to other operational programs or capital projects as a result of this action.

Respectfully submitted,

BERTRAL T. WASHINGTON
Fire Chief

Prepared by:

Stephanie Chang
Management Analyst

Approved by:

STEVE MERMELL
City Manager

CONTRACT NO. 30,966-1

(Amendment to Contract No. 30,966, as amended)

THIS AMENDMENT is entered into between the CITY OF PASADENA, a municipal corporation ("the City") and Life Assist, Inc., a corporation herein referred to as ("Contractor"), pursuant to the following facts:

RECITALS

A. Contractor and City entered into Contract No. 30,966 ("the Contract") on September 14, 2017.

B. The parties desire to amend the Contract to extend the term of the contract.

NOW, THEREFORE, City and Contractor agree as follows:

1. The Contract is amended by modifying Section 1.2 to read:

"1.2 The term of this Contract shall be five (5) years from the date of execution by the City, or until the amount of $1,000,000 is expended, whichever occurs first."

2. The Contract is amended by modifying Section 5.1 to read:

"5.1 For satisfactory and timely performance of the services provided for hereunder, the City will pay Contractor an amount not to exceed two hundred thousand dollars for each year of the Contract, in accordance with the payment schedule set forth in Exhibit "A", attached."

3. Except as modified above, all terms and conditions of Contract No. 30,966, as amended, are unchanged and remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

ATTEST:

By:_____
Steve Mermell
City Manager

_____
Mark Jomsky, CMC
City Clerk

DATED:

Life Assist, Inc.

By_____
Cherise Akers
Contracts Manager

APPROVED AS TO FORM:

_____
Lesley Cheung
Assistant City Attorney

REVIEWED BY:

_____
Erika Estrada
Purchasing Administrator

CONTRACT/AMENDMENT SIGNATURE ROUTING FORM

CONTRACTOR: Life Assist, Inc.

OWNERSHIP: ☐ African American ☐ Asian ☐ Armenian ☐ Hispanic
☐ Native American ☐ Disabled ☐ Female ☒ Non-Minority ☐ Non-Profit; 501(c)__

CONTRACT PURPOSE: Furnish and deliver medical supplies and equipment as requested by the Pasadena Fire Department. Contract is for an initial three year term and two optional one-year terms.

CONTRACT IS: ☐ FEDERAL ☐ PREVAILING WAGE ☐ NON-PREVAILING WAGE ☐ COMPETITIVE & NOTICED LOW BID

TOTAL CONTRACT VALUE: $600,000 for initial term; $1,000,000 including two optional one-year terms
Charge Acct. #s 10131021-810100
Amendment Value: $_____ ☐ Contract is an Amendment to Contract No._____(If Applicable)

RESPONSIBLE DEPARTMENT PERSON: Stephanie Chang, Fire Department PHONE: 626-744-7201

AUTHORIZATION: (Check One) ☒ Approved by Council on July 24, 2017
Resolution No. 1 (if applicable)

☐ Approved by City Manager on _____
Note: Attach supporting documentation

☐ Amendment Approved by _____ (if applicable)

ROUTING SEQUENCE: **(Please Follow In Order – Don't use N/A)**	Initials	Date
(1) **Responsible Department Person** Checks substance of contract and assembles one (1) Taxpayer Protection Amendment (TPA) Disclosure Notice & Disclosure Form and two (2) copies of contract, required AA, insurance & bond documents, and **Vendor Listing Questionnaire** (Subject to TPA: ☒ Yes ☐ No)	C-309660 SC	8/1/17
(2) **City Clerk** Approves sureties, if bonds required		8/28/17
(3) **Liability and Claims** Approves insurance	AK	8/28/17
(4) **City Attorney** Approves contract as to form, verifies bonds and insurance included	RC	8-28-17
(5) **Finance (Purchasing)** Checks compliance with Competitive Bidding & Living Wage Ordinances Bid 9.8 Yes Financial	EE	9/5/17
(6) **City Signatory** Signs all copies on behalf of City		9/7/17
(7) **City Clerk** Attests signatures, numbers, files contract, insurance, and bonds and returns duplicate original to responsible department for transmittal to contractor		9/14/17
(8) **Taxpayer Protection Amendment (TPA) Tracking Staff** Enters information from agreements and Disclosure Form for TPA tracking of City Council, City Manager's Office & City Clerk's Office	____	____

SERVICES CONTRACT NO. 30966

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and Life Assist, Inc., a corporation with headquarters at 11277 Sunrise Park Drive, Rancho Cordova, CA 95742 ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR.

1.1 City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on July 24, 2017.

1.2 The term of this Contract shall be three (3) years from the date of execution by the City, or until the amount of $600,000, is expended, whichever occurs first. This Contract may be extended for a period of up to two (2) additional one-year extension periods not to exceed $200,000 each, subject to the approval of the City Manager, as provided in Exhibit "A" hereto.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Bid document dated May 24, 2017 (Exhibit "A"), and Contractor's Proposal to the City ("Proposal") dated June 5, 2017 (Exhibit "B"), both of which are attached to and incorporated into this Contract by reference].

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the medical supplies profession.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

3.4 To the extent any of the work undertaken in performing the services of this contract may be considered a "public work" and thereby trigger California Prevailing Wage requirements:

3.4.1 Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Notice Inviting Bids, to any worker employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Fifty Dollars ($50.00) for each calendar day, or fraction thereof, for such worker paid by the Contractor or by any subcontractor under the Contractor in violation of this provision (Sections 1770-1782, Labor Code of California).

3.4.2 Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of this public works project unless

currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

3.4.3 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3.4.4 Contractor must post job site notices prescribed by regulation (See e.g. 8 Cal. Code Reg. Section 16451(d).

3.4.5Contractors and Subcontractors must furnish electronic certified payroll records directly to the California Labor Commissioner (aka Division of Labor Standards Enforcement).

3.5 Contractor shall also not knowingly pay less than the Living Wage as that term is defined in the Pasadena Living Wage Ordinance, Pasadena Municipal Code, Chapter 4.11. If there is a difference between the State minimum wage rates and the Pasadena Living Wage, the Contractor and his subcontractors shall pay not less than the highest wage rate.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services within ten (10) calendar days after the execution of this Contract. The services shall continue for the term of this Contract unless terminated earlier in accordance with the Contract provisions.

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in the City's sole discretion.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, the City will pay Contractor an amount not to exceed six-hundred thousand Dollars ($600,000) for the first three-year term and two-hundred thousand Dollars ($200,000) each year for the two optional one-year terms, in accordance with the payment schedule set forth in Exhibit "A ", attached.

5.2 Contractor's total compensation under this Contract shall not exceed $1,000,000 without the prior authorization of the City Council.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 Payment shall be made in accordance with the schedule provided in the Proposal attached hereto as Exhibit A" and incorporated herein by reference.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.5 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

7.1 No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as a written change order. The change order shall set forth the specific changes of work and extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

7.2 The Fire Chief shall have the authority to approve all change orders not to exceed the aggregate sum of $600,000 over the initial three-year term of the contract, and $200,000 each year for the optional one-year renewal terms. Any change order in excess of this aggregate sum must be approved in advance by the City Council. No claim for said additional work shall be made unless specifically authorized in writing by City.

8.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any

required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express

or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, printouts, studies, memoranda, computation sheets and other documents (whether on paper or stored in any electronic/digital form) prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

9.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation the Pasadena Living Wage Ordinance.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council.

Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Bid document shall control over the Contractor's Proposal.

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. The Contractor hereby

represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. any activity on or use of City's premises or facilities or any performance under this Contract; or

B. any acts, errors or omissions (including, without

limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

9.15.1 Automobile Liability with minimum limits of at least $100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of $1,000,000 including owned, hired, and non-owned

liability coverage if written on a Commercial automobile liability form.

9.15.2 General Liability with minimum limits of at least $1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury Coverage is required. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

B. Blanket Contractual Coverage

C. Products/Completed Operations Coverage.

9.15.3 Professional Errors and Omissions coverage in a sum of at least $1,000,000. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

9.15.4 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

A. Provide copy of permissive self-insurance certificate approved by the State of California; or

B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of $1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or

C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

9.15.6 Insurance shall be placed with insurers with a Best's rating of no less than A:VIII.

9.15.7 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

9.15.8 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a)

procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option; (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

9.16 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City:

Bertral T. Washington, Fire Chief
Fire Department
City of Pasadena
215 N. Marengo Ave. #195
Pasadena, CA 91101

[With a Copy to:]

Stephanie Chang, Management Analyst
Fire Department, City of Pasadena
215 N. Marengo Ave. #195
Pasadena, CA 91101

If to the Contractor:

Cherise Akers, Contracts Manager

Life-Assist, Inc.

11277 Sunrise Park Drive

Rancho Cordova, CA 95742

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10)

days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.19 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION.

Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sections 15) or under the Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Contractor agrees to comply with Section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.4 If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result

from the performance of this Contract and which are performed within the City.

10.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.7 The Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract, inclusive, in each of its subcontracts.

10.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City and any other Federal, State or local governmental agency, or any of their authorized auditors or representatives, shall have access to and the right to audit, excerpt, reproduce, and transcribe any of the Contractor's records, to the extent the City deems necessary to insure it has received or is receiving all money to which it is entitled and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

Such records include, without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, financial statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents required by the City or by the laws or regulations of any Federal, state or local governmental agency.

The Contractor shall maintain and preserve all such records for a period of

at least three years after termination of the Contract, or until an audit has been completed and accepted by the highest governmental authority involved.

Upon written notice by the City, the Contractor shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies. The Contractor shall also cooperate with such auditors and representatives in auditing, excerpting, reproducing and transcribing the records.

The Contractor shall maintain all such records in the City of Pasadena. If not, the Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

11.0 TAXPAYER PROTECTION AMENDMENT.

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract/transaction are prohibited

from receiving specified gifts, campaign contributions or employment from Contractor/Organization for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract/transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____
Steve Mermell
City Manager

ATTEST:

9/14/17

Mark Jomsky, CMC
City Clerk

DATED:

Life-Assist, Inc.

By: Cherise Akers

Cherise Akers

Contracts Manager

APPROVED AS TO FORM:

Lesley Cheung
Assistant City Attorney

REVIEWED:

Erika Estrada
Purchasing Administrator

EXHIBIT "C"
Disclosure pursuant to the
City of Pasadena Taxpayer Protection Amendment of 2000
Pasadena City Charter, Article XVII

Contractor/Organization hereby discloses its trustees, directors, partners, officers, and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization, as follows:
(If printing, please print legibly. Use additional sheets as necessary.)

1. Contractor/Organization Name:
Life-Assist, Inc.

2. Name(s) of trustees, directors, partners, officers of Contractor/Organization:

Ramona Davis
Linda Bergaus
Cherie Prior
Judith Davis

3. Names of those with more than a 10% equity, participation or revenue interest in Contractor/Organization:

Ramona Davis
Linda Bergaus
Cherie Prior

Prepared by: _Cherise Akers_____
Title: __Contracts Manager_____
Date: ___7/31/17_____

For office use only:
Contract/Transaction No. _____
If not a contract, type of transaction: _____

Living Wage Compliance Certification

This contract is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of $25,000:

- Pay no less than ten dollars and seventy-five cents ($10.75) per hour plus medical benefits of no less than one dollar and eighty-five cents ($1.85) per hour, or twelve dollars and sixty cents ($12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the City of Pasadena. Additionally, in January 2014 and each January thereafter the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.

- Notify employees who spend any of their time providing labor or delivering services to the City of Pasadena who make less than twelve dollars ($12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

On August 4, 2008, the Pasadena City Council amended the Living Wage Ordinance such that the provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made Life-Assist, Inc. will comply with the
(Name of Company)
requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

Cherise Akers (Name) Contracts Manager (Title)

Cherise Akers (Signature) 7/31/17 (Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755.

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance - Purchasing Division 626.744.6755.

REQUEST FOR WAVIER
OF WORKERS COMPENSATION INSURANCE

If the insured/vendor has no employees, or employees who are subject to the labor code, please sign the following affidavit:

I certify that in the performance of the work under the permit, license agreement, purchase order, or contract with the City of Pasadena which is the subject matter of this certification, I shall not, in any manner, employ any person or contract with any person so that any worker on said work would become subject to the workers' compensation laws of the State of California.

Cherise Acus
NAME

7/31/17
DATE

Life-Assist, Inc.
VENDOR / PERMITTEE

LIFEA-1 OP ID: TB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2017

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

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

PRODUCER Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken 916-773-4560	CONTACT NAME: Wilhelm H Stenken PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Oak River Insurance Company — 34630 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Life Assist, Inc. 11277 Sunrise Park Drive Rancho Cordova, CA 95742	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			CA00000250016	01/01/2017	01/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA00000250016	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			LIWC806163	01/01/2017	01/01/2018	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Ongoing Operations per Written Contract
City of Pasadena, its City Counsel, officers, officials, agents, employees and volunteers are named additional insured per CG2010(04/13) attached.

CERTIFICATE HOLDER

CITYO24

City of Pasadena
100 N. Garfield Ave., Rm S-349
Pasadena, CA 91109

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

 © Insurance Services Office, Inc., 2012

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Life-Assist, Inc

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

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

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

5 Address (number, street, and apt. or suite no.)
11277 Sunrise Park Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Rancho Cordova, CA 95742

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 4 - 2 4 4 0 5 0 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Cherise Acers Date ▶ 7/31/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

CONTRACT/AMENDMENT SIGNATURE ROUTING FORM

CONTRACTOR: Life Assist, Inc.

OWNERSHIP: ☐ African American ☐ Asian ☐ Armenian ☐ Hispanic
☐ Native American ☐ Disabled ☐ Female ☒ Non-Minority ☐ Non-Profit; 501(c)__

CONTRACT PURPOSE: Furnish and deliver medical supplies and equipment as requested by the Pasadena Fire Department. Contract is for an initial three year term and two optional one-year terms.

CONTRACT IS: ☐ FEDERAL ☐ PREVAILING WAGE ☐ NON-PREVAILING WAGE ☐ COMPETITIVE & NOTICED LOW BID

TOTAL CONTRACT VALUE: $600,000 for initial term; $1,000,000 including two optional one-year terms
Charge Acct. #s 10131021-810100
Amendment Value: $_____ ☐ Contract is an Amendment to Contract No._____(If Applicable)

RESPONSIBLE DEPARTMENT PERSON: Stephanie Chang, Fire Department PHONE: 626-744-7201

AUTHORIZATION: (Check One) ☒ Approved by Council on July 24, 2017
Resolution No. 1 (if applicable)

☐ Approved by City Manager on _____
Note: Attach supporting documentation

☐ Amendment Approved by _____ (if applicable)

ROUTING SEQUENCE: **(Please Follow In Order – Don't use N/A)**	Initials	Date
(1) **Responsible Department Person** Checks substance of contract and assembles one (1) Taxpayer Protection Amendment (TPA) Disclosure Notice & Disclosure Form and two (2) copies of contract, required AA, insurance & bond documents, and **Vendor Listing Questionnaire** (Subject to TPA: ☒ Yes ☐ No)	C-309660 SC	8/1/17
(2) **City Clerk** Approves sureties, if bonds required		8/28/17
(3) **Liability and Claims** Approves insurance	AK	8/28/17
(4) **City Attorney** Approves contract as to form, verifies bonds and insurance included	RC	8-28-17
(5) **Finance (Purchasing)** Checks compliance with Competitive Bidding & Living Wage Ordinances Bid 9.8 Yes Financial	EE	9/5/17
(6) **City Signatory** Signs all copies on behalf of City		9/7/17
(7) **City Clerk** Attests signatures, numbers, files contract, insurance, and bonds and returns duplicate original to responsible department for transmittal to contractor		9/14/17
(8) **Taxpayer Protection Amendment (TPA) Tracking Staff** Enters information from agreements and Disclosure Form for TPA tracking of City Council, City Manager's Office & City Clerk's Office	____	____

SERVICES CONTRACT NO. 30966

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and Life Assist, Inc., a corporation with headquarters at 11277 Sunrise Park Drive, Rancho Cordova, CA 95742 ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR.

1.1 City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on July 24, 2017.

1.2 The term of this Contract shall be three (3) years from the date of execution by the City, or until the amount of $600,000, is expended, whichever occurs first. This Contract may be extended for a period of up to two (2) additional one-year extension periods not to exceed $200,000 each, subject to the approval of the City Manager, as provided in Exhibit "A" hereto.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Bid document dated May 24, 2017 (Exhibit "A"), and Contractor's Proposal to the City ("Proposal") dated June 5, 2017 (Exhibit "B"), both of which are attached to and incorporated into this Contract by reference].

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the medical supplies profession.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

3.4 To the extent any of the work undertaken in performing the services of this contract may be considered a "public work" and thereby trigger California Prevailing Wage requirements:

3.4.1 Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Notice Inviting Bids, to any worker employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Fifty Dollars ($50.00) for each calendar day, or fraction thereof, for such worker paid by the Contractor or by any subcontractor under the Contractor in violation of this provision (Sections 1770-1782, Labor Code of California).

3.4.2 Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of this public works project unless

currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

3.4.3 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3.4.4 Contractor must post job site notices prescribed by regulation (See e.g. 8 Cal. Code Reg. Section 16451(d).

3.4.5Contractors and Subcontractors must furnish electronic certified payroll records directly to the California Labor Commissioner (aka Division of Labor Standards Enforcement).

3.5 Contractor shall also not knowingly pay less than the Living Wage as that term is defined in the Pasadena Living Wage Ordinance, Pasadena Municipal Code, Chapter 4.11. If there is a difference between the State minimum wage rates and the Pasadena Living Wage, the Contractor and his subcontractors shall pay not less than the highest wage rate.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services within ten (10) calendar days after the execution of this Contract. The services shall continue for the term of this Contract unless terminated earlier in accordance with the Contract provisions.

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in the City's sole discretion.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, the City will pay Contractor an amount not to exceed six-hundred thousand Dollars ($600,000) for the first three-year term and two-hundred thousand Dollars ($200,000) each year for the two optional one-year terms, in accordance with the payment schedule set forth in Exhibit "A ", attached.

5.2 Contractor's total compensation under this Contract shall not exceed $1,000,000 without the prior authorization of the City Council.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 Payment shall be made in accordance with the schedule provided in the Proposal attached hereto as Exhibit A" and incorporated herein by reference.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.3 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.4 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.5 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

7.1 No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as a written change order. The change order shall set forth the specific changes of work and extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

7.2 The Fire Chief shall have the authority to approve all change orders not to exceed the aggregate sum of $600,000 over the initial three-year term of the contract, and $200,000 each year for the optional one-year renewal terms. Any change order in excess of this aggregate sum must be approved in advance by the City Council. No claim for said additional work shall be made unless specifically authorized in writing by City.

8.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any

required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express

or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, printouts, studies, memoranda, computation sheets and other documents (whether on paper or stored in any electronic/digital form) prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

9.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation the Pasadena Living Wage Ordinance.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council.

Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Bid document shall control over the Contractor's Proposal.

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. The Contractor hereby

represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. any activity on or use of City's premises or facilities or any performance under this Contract; or

B. any acts, errors or omissions (including, without

limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

9.15.1 Automobile Liability with minimum limits of at least $100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of $1,000,000 including owned, hired, and non-owned

liability coverage if written on a Commercial automobile liability form.

9.15.2 General Liability with minimum limits of at least $1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury Coverage is required. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

B. Blanket Contractual Coverage

C. Products/Completed Operations Coverage.

9.15.3 Professional Errors and Omissions coverage in a sum of at least $1,000,000. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

9.15.4 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

A. Provide copy of permissive self-insurance certificate approved by the State of California; or

B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of $1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or

C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

9.15.6 Insurance shall be placed with insurers with a Best's rating of no less than A:VIII.

9.15.7 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

9.15.8 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a)

procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option; (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

9.16 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City:

Bertral T. Washington, Fire Chief
Fire Department
City of Pasadena
215 N. Marengo Ave. #195
Pasadena, CA 91101

[With a Copy to:]

Stephanie Chang, Management Analyst
Fire Department, City of Pasadena
215 N. Marengo Ave. #195
Pasadena, CA 91101

If to the Contractor:

Cherise Akers, Contracts Manager

Life-Assist, Inc.

11277 Sunrise Park Drive

Rancho Cordova, CA 95742

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10)

days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.19 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION.

Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sections 15) or under the Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Contractor agrees to comply with Section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.4 If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result

from the performance of this Contract and which are performed within the City.

10.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.7 The Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract, inclusive, in each of its subcontracts.

10.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City and any other Federal, State or local governmental agency, or any of their authorized auditors or representatives, shall have access to and the right to audit, excerpt, reproduce, and transcribe any of the Contractor's records, to the extent the City deems necessary to insure it has received or is receiving all money to which it is entitled and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

Such records include, without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, financial statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents required by the City or by the laws or regulations of any Federal, state or local governmental agency.

The Contractor shall maintain and preserve all such records for a period of

at least three years after termination of the Contract, or until an audit has been completed and accepted by the highest governmental authority involved.

Upon written notice by the City, the Contractor shall promptly make all such records available to auditors or other representatives of the City or other governmental agencies. The Contractor shall also cooperate with such auditors and representatives in auditing, excerpting, reproducing and transcribing the records.

The Contractor shall maintain all such records in the City of Pasadena. If not, the Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

11.0 TAXPAYER PROTECTION AMENDMENT.

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract/transaction are prohibited

from receiving specified gifts, campaign contributions or employment from Contractor/Organization for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract/transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____
Steve Mermell
City Manager

ATTEST:

9/14/17

Mark Jomsky, CMC
City Clerk

DATED:

Life-Assist, Inc.

By: Cherise Akers

Cherise Akers

Contracts Manager

APPROVED AS TO FORM:

Lesley Cheung
Assistant City Attorney

REVIEWED:

Erika Estrada
Purchasing Administrator

EXHIBIT "C"
Disclosure pursuant to the
City of Pasadena Taxpayer Protection Amendment of 2000
Pasadena City Charter, Article XVII

Contractor/Organization hereby discloses its trustees, directors, partners, officers, and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization, as follows:
(If printing, please print legibly. Use additional sheets as necessary.)

1. Contractor/Organization Name:
Life-Assist, Inc.

2. Name(s) of trustees, directors, partners, officers of Contractor/Organization:

Ramona Davis
Linda Bergaus
Cherie Prior
Judith Davis

3. Names of those with more than a 10% equity, participation or revenue interest in Contractor/Organization:

Ramona Davis
Linda Bergaus
Cherie Prior

Prepared by: _Cherise Akers_____
Title: __Contracts Manager_____
Date: ___7/31/17_____

For office use only:
Contract/Transaction No. _____
If not a contract, type of transaction: _____

Living Wage Compliance Certification

This contract is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The Ordinance requires that contractors providing labor or services to the City under contracts in excess of $25,000:

- Pay no less than ten dollars and seventy-five cents ($10.75) per hour plus medical benefits of no less than one dollar and eighty-five cents ($1.85) per hour, or twelve dollars and sixty cents ($12.60) per hour without medical benefits to all employees who spend any of their time providing labor or delivering services to the City of Pasadena. Additionally, in January 2014 and each January thereafter the Living Wage rate shall be adjusted by the change in the Consumer Price Index, for the Los Angeles-Riverside-Orange County area, for the most recently available 12 month period. Accordingly, current City contractors will be required to adjust wage rates no later than July 1st, to remain in compliance.

- Notify employees who spend any of their time providing labor or delivering services to the City of Pasadena who make less than twelve dollars ($12) per hour of their possible right to the federal Earned Income Tax Credit (EITC) under § 32 of the Internal Revenue Code of 1954, 26 U.S.C. § 32, and making available to such employees forms required to secure advance EITC payments.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

On August 4, 2008, the Pasadena City Council amended the Living Wage Ordinance such that the provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made Life-Assist, Inc. will comply with the
(Name of Company)
requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

Cherise Akers (Name) — Contracts Manager (Title)

Cherise Akers (Signature) — 7/31/17 (Date)

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755.

Please return this form with your bid/proposal. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance - Purchasing Division 626.744.6755.

REQUEST FOR WAVIER
OF WORKERS COMPENSATION INSURANCE

If the insured/vendor has no employees, or employees who are subject to the labor code, please sign the following affidavit:

I certify that in the performance of the work under the permit, license agreement, purchase order, or contract with the City of Pasadena which is the subject matter of this certification, I shall not, in any manner, employ any person or contract with any person so that any worker on said work would become subject to the workers' compensation laws of the State of California.

Cherese Alves
NAME

7/31/17
DATE

Life-Assist, Inc.
VENDOR / PERMITTEE

LIFEA-1 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2017

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

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

PRODUCER	916-773-4560
Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	CONTACT NAME: Wilhelm H Stenken PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4563 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Oak River Insurance Company	34630
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Life Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			CA00000250016	01/01/2017	01/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CA00000250016	01/01/2017	01/01/2018	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		LWC809163	01/01/2017	01/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Ongoing Operations per Written Contract
City of Pasadena, its City Counsel, officers, officials, agents, employees and volunteers are named additional insured per CG2010(04/13) attached.

CERTIFICATE HOLDER: CITYO24

City of Pasadena
100 N. Garfield Ave., Rm S-349
Pasadena, CA 91109

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

 © Insurance Services Office, Inc., 2012

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Life-Assist, Inc

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

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

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

5 Address (number, street, and apt. or suite no.)
11277 Sunrise Park Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Rancho Cordova, CA 95742

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 4 - 2 4 4 0 5 0 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Cherise Acers | **Date** ▶ 7/31/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

Attachment B

FIRE DEPARTMENT

July 11, 2017

To Cherise Akers,

The Pasadena Fire Department will allow for other agencies and organizations to utilize the pricing that Life Assist, Inc. offers to the Department for its purchases of medical supplies and equipment. Pricing was originally secured through a formal bid process in May 2017, for the furnishing and delivery of medical supplies.

Other agencies may obtain a price at least equal to that of which Life Assist offers to the Pasadena Fire Department for the same items.

Thank you,

Michael Barilla
EMS Battalion Chief, Pasadena Fire Department

ITEM #27

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Authorization to enter into Regional Housing Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust for the Development of Housing Projects.**

DATE: August 26, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

1) Authorize the City Manager to enter into a Regional Housing Trust Joint Exercise of Powers Agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) established by the San Gabriel Valley Council of Governments; and

2) Approve the Agreement with the San Gabriel Valley Regional Housing Trust (SGVRHT) for the purpose of providing funding for the planning and construction of homeless housing and low-income housing for the City of Montebello; and

3) Amend the Fiscal Year 2020-21 budget by increasing appropriations by $20,000 in the Housing Successor Agency Fund (Account No. 810-99-960-6030, SGVRHT, Dues and Subscriptions), and;

4) Take such additional, related, action that may be desirable

BACKGROUND

On October 9, 2019, Senate Bill No. 751, Chapter 670 was approved by the Governor. This Bill specifically authorized the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, as specified.

This Bill would grant similar authorization for the creation of the San Gabriel Valley Regional Housing Trust (SGVRHT), a joint powers authority, by the County of Los

Angeles and any or all of the cities within the jurisdiction of the San Gabriel Valley Council of Governments. Currently, the following member agency cities are participating in this Trust: Alhambra, Arcadia, Azusa, Baldwin Park, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Irwindale, La Verne, Monrovia, Pomona, South El Monte, South Pasadena and West Covina. The creation of such joint powers authority is for the sole purpose of funding housing to assist the homeless population and persons and families of extremely low, very low, and low income within the San Gabriel Valley.

The bill will authorize the San Gabriel Valley Regional Housing Trust to fund the planning and construction of housing, receive public and private financing and funds, and authorize and issue bonds. The bill requires that the joint powers agreement established by the SGVRHT will incorporate specified annual financial reporting and auditing requirements and will make legislative findings and declarations as to the necessity of a special statute for the San Gabriel Valley region.

The San Gabriel Valley Regional Housing Trust (SGVRHT) was established on February 19, 2020 by a Joint Exercise of Powers Agreement from cities within the San Gabriel Valley, and reviewed by the San Gabriel Valley Council of Government's City Managers' Steering Committee. The SGVRHT was created to fund the planning and construction of housing for homeless, very-low income and affordable housing projects.

On August 17, 2020 the City submitted a letter of intent (Attachment A) to join the SGVRHT as a member, pending City Council approval. The execution of the agreement is an effort to address the affordable housing needs of the City, especially those that have experienced homelessness, and those that do not meet the income levels necessary in obtaining adequate housing. The SGVRHT will allow the City to access the funds necessary to plan and build affordable housing.

As part of the City's efforts in addressing homelessness and affordable housing, as indicated in the City's "Plan to Prevent and Combat Homelessness (2018 - 2021)", the Regional Housing Trust Joint Exercise of Powers Agreement offers an opportunity to support the outlined goals and objectives, specifically as it relates to the following plan goals:

Goal #4: Promote the Development of Affordable Housing

- Action 4A- Strengthen policies that facilitate the development of affordable, bridge, and supportive housing. Explore feasibility of developing or expanding
- Action 4B- Pursue strategies that generate funding to develop affordable and supportive housing
- Action 4C- Identify blighted or underutilized sites for affordable and supportive housing development

The authorization of the San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement (Attachment B) will ensure that the City will have the ability to seek funding to address the efforts stipulated in the "Plan to Combat and Prevent Homelessness" especially in this pandemic. The SGVRHT will provide an additional mechanism to address the safety and well-being of the community and its residents, especially those impacted by homelessness, and address the prevention of homelessness, among those who do not meet income level requirements to access safe and affordable housing.

Should the City be successful in securing funding through the SGVRHT Joint Exercise of Powers Agreement, staff will return to City Council for any action that is required for the appropriation of funds.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

The San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement states that the City will incur a yearly membership fee of $20,000. Staff is requesting City Council amend the FY 2020-21 budget and increase appropriations in the Housing Successor Agency Fund (Account No. 810-99-960-6030, SGVRHT, Dues and Subscriptions). Use of Housing Successor Agency funds is appropriate for paying these membership dues, as well as other costs related to providing affordable housing to the community.

Should the City receive housing funds through membership in the SGVRHT, Staff will present subsequent agenda reports for City Council action to amend the adopted budget and appropriate funds as needed.

SUMMARY

Staff requests that the City Council authorize the City Manager to enter into a Regional Housing Trust Joint Exercise of Powers Agreement with SGVRHT, approve the agreement with the SGVRHT for the purpose of providing funding for the planning and construction of affordable housing, and amend the FY 2020-21 budget by increasing appropriations by $20,000 in Account No. 810-99-960-6030, SGVRHT, Dues and Subscriptions.

ATTACHMENTS:

A. San Gabriel Valley Regional Housing Trust, City of Montebello Letter of Intent

B.The San Gabriel Valley Regional Housing Trust Joint Exercise of Powers Agreement

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

August 17, 2020

Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1000 S. Fremont Avenue, Unit#42
Alhambra, CA 91803

RE: The San Gabriel Valley Regional Housing Trust (SGVRHT)

Dear Ms. Creter:

On behalf of the City of Montebello, I am pleased to provide notice of intent to become an active member and participate in the San Gabriel Valley Regional Housing Trust (SGVRHT) to address the challenges related to affordable housing, and explore mechanisms to improve the quality of life for those impacted by homelessness. The agreement will be submitted to City Council on August 26, 2020 for review and adoption, once approved we will move forward to execute the SGVRHT Joint Exercise of Power Agreement.

We look forward to joining as a member. If you have any questions regarding the Agreement, please contact Angélica Palmeros at apalmeros@cityofmontebello.com or (323) 770-5966.

Very truly yours,

René Bobadilla
City Manager

THE SAN GABRIEL VALLEY REGIONAL HOUSING TRUST JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this____ day of _____ 2020 (the "Effective Date"), by and between the public agencies listed in the attached Exhibit “A” (hereafter, individually, a “Party” and collectively, the "Parties").

RECITALS

A. The Parties are authorized to take such actions that promote the public health, safety and welfare of residents.

B. The Parties acknowledge that a shortage of affordable housing exists as a result of various causes.

C. The Parties are committed to providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner.

D. The Parties acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Party.

E. Each Party has the individual power to fund the planning and construction of affordable housing projects within its jurisdictional boundaries and to carry out all of the purposes of this Agreement.

F. The Parties find it in their mutual interest to enter into this Agreement to provide a coordinated response to addressing shortages in workforce housing, affordable housing, and supportive housing in the San Gabriel Valley.

G. California Government Code sections 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create a joint powers authority for the purposes cited herein, and permits such agencies to exercise jointly any power that the public agencies could exercise separately.

H. California Government Code section 6539.6 authorizes the County of Los Angeles and any of the cities within the jurisdiction of the San Gabriel Valley Council of Governments to create a joint powers agency known as the San Gabriel Valley Regional Housing Trust ("SGVRHT"), which may do any of the following:

1. fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing;
2. receive public and private financing and funds; and
3. authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by SGVRHT.

I. The Parties are establishing the SGVRHT to promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, to efficiently accelerate housing for homeless, low, very low and extremely low-income individuals and families.

J. This Agreement shall not in any way be interpreted to limit any Party's authority over land-use decisions within their respective jurisdictions, including, but not limited to, whether any project or program supported by SGVRHT is to be implemented within such Party's jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

a) Creation of SGVRHT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.6 of the Government Code, there is hereby created a public entity to be known as the "San Gabriel Valley Regional Housing Trust." SGVRHT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

b) Purpose. This Agreement is made pursuant to the Joint Exercise of Powers Act for the purpose of creating SGVRHT as a public entity separate from the Parties to: (i) exercise common powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude any Party from establishing, maintaining or providing social programs or services to its respective residents as it deems proper and necessary.

Section 2. Term and Termination.

a) Term. This Agreement shall become effective, and SGVRHT shall come into existence, on the Effective Date, which date shall be the date upon which this Agreement has been approved by four eligible members, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

b) Termination. This Agreement may be terminated by agreement of a majority of the Parties, but shall remain in full force and effect until all bonds or SGVRHT liabilities have been paid. Upon such liabilities being paid, the assets of SGVRHT shall be distributed to the Parties in proportion to the contributions of each Party to SGVRHT and the amounts paid by, each Party in connection with SGVRHT's activities.

Section 3. Powers and Duties of SGVRHT.

a) General Powers. SGVRHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.6, and, except as expressly

set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the City of West Covina, a general city.

b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, SGVRHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to contract for staff assistance, including, but not limited to, contracting with other public agencies;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any Federal, State or local program that is related to the purposes of this Agreement;
5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Exercise of Powers Act that is not required for the immediate necessities of SGVRHT, as SGVRHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to incur and discharge debts, liabilities, and obligations, subject to the limitations provided in this Agreement and to the extent permitted under the law;
8. to issue and receive loans;
9. to engage the services of private consultants to render professional, financial and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel, including bond counsel, determined appropriate by SGVRHT in the accomplishment of the purposes of this Agreement;
11. to contract for engineering, construction, architectural, accounting,

environmental, land use, or other services determined necessary or convenient by SGVRHT in connection with the accomplishment of the purposes of this Agreement;

12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for SGVRHT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which SGVRHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to acquire, hold, or dispose of property, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
16. to partner with Parties on funding solicitations and other opportunities for the purposes set forth in this Agreement, including but not limited to jointly exercising powers with a Party pursuant to the Joint Exercise of Powers Act;
17. to the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to the SGVRHT; and
18. to carry out and enforce all the provisions of this Agreement in compliance with the Joint Exercise of Powers Act.

c) Limitation on Powers. This Agreement does not authorize SGVRHT do any of the following:

1. regulate land use within the jurisdiction of any of the Parties;

2. levy, or advocate or incentivize the levying of, any land use exaction such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;
3. require inclusionary zoning requirements;
4. fund or otherwise approve an agreement for a housing project that is not supported by the Party within whose jurisdiction the project is proposed to be located; or
5. require the Parties to this Agreement to accept or provide any specific number of housing units as a prerequisite to joining or remaining a Party to this Agreement.

Section 4. Members/Affiliates.

a) Members. The members of SGVRHT shall be the Parties to this Agreement who have not withdrawn from SGVRHT, and such other entities that may join SGVRHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Los Angeles and cities within the jurisdiction of the San Gabriel Valley Council of Governments may become members of SGVRHT.

b) Affiliates. Entities that are eligible to be a party to this Agreement may join the SGVRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors or receive funding for a project within their jurisdiction until such time, if ever, they become of a Party of SGVRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a Party to this Agreement.

Section 5. Board of Directors.

a) Selection of Directors. The membership of the Board of Directors of SGVRHT shall be governed by Government Code section 6539.6 and as it may be amended. As currently provided therein, SGVRHT shall be governed by a Board of Directors selected by the San Gabriel Valley Council of

Governments Governing Board ("SGVCOG Board") consisting of nine Directors selected as follows:

1. Seven Directors who are members of the SGVCOG Board that either represent: (i) a County of Los Angeles board of supervisor district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, provided the County of Los Angeles is a Party to this Agreement; or (ii) a city that is a Party to this Agreement.
2. Two Directors that are experts in homeless or housing policy.
3. Alternates for each Director position may be established by the Board of Directors under bylaws adopted by the Board of Directors; provided that such alternates meet the requirements established in Government Code section 6539.6 and as it may be amended.

b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of SGVRHT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

c) Director Terms. At its first regular meeting following the Effective Date or at such other time as it determines, the SGVCOG Board shall select the Directors for the SGVRHT Board of Directors. Each Director shall serve a term of two years. At a regular SGVCOG Board meeting preceding the end of the Directors' terms by at least 15 days, the SGVCOG Board shall select new Directors or re-select current Directors for the new terms of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board of Directors, the SGVCOG Board shall appoint a replacement within 60 days of such vacancy who shall serve out the remainder of term of the Director that he or she has replaced.

d) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

e) Compensation. Directors shall serve without compensation but may be reimbursed for any expenses actually incurred in connection with serving as a Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any SGVRHT policies or procedures governing same.

f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*

2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board of Directors may fix by resolution; a copy of such resolution shall be furnished to each Party hereto. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour, unless otherwise determined by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.

4. Quorum. A quorum is established if at least five (5) Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place or constitute a “committee of the whole” for purposes of hearing reports or other matters not requiring action by the Board of Directors. Unless otherwise provided in this Agreement, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting.

5. Minutes. The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.

6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

a) Officers and Contract Staff.

1. SGVRHT may contract for officers and staff with a Party to this Agreement, the San Gabriel Valley Council of Governments or other independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of SGVRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SGVRHT's budget and are appropriated by SGVRHT therefore.
2. None of the officers, agents or staff, if any, directly contracted by SGVRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Party.
3. If SGVRHT contracts with a Party to this Agreement to provide SGVRHT

with administrative services through persons who are employees and/or officers of the Party, then any retirement liabilities associated with that Party's employees and/or officers shall not constitute a liability of SGVRHT or any other Party to this Agreement.

4. All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents or employees of a member Party shall apply to the same extent when performing duties for SGVRHT.

b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board of Directors shall appoint an officer or employee of SGVRHT, the treasurer of a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for SGVRHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SGVRHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of SGVRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SGVRHT. The treasurer and auditor of SGVRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SGVRHT.

c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to SGVRHT who shall perform such duties as may be prescribed by the Board.

Section 7. Financial Provisions

a) Fiscal Year. The Fiscal Year of SGVRHT shall, unless and until changed by the

Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SGVRHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of the membership of the Board of Directors.
2. Expenditures for the Approved Budget. The payment of all SGVRHT obligations is limited to the amount of appropriations allowed in SGVRHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

c) Contributions by the Parties.

1. Administrative Cost Contributions. The Parties agree that they shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SGVRHT in accordance with a cost allocation formula as outlined below:

Population	Annual Administrative Fee
Up to 30,000	$10,000
30,001 – 60,000	$15,000
60,001 – 100,000	$20,000
100,001 – 175,000	$25,000
County (per district)	$25,000

Affiliate Membership

Population	Annual Administrative Fee
Up to 30,000	$2,000
30,001 – 60,000	$3,000
60,001 – 100,000	$4,000

100,001 – 175,000	$5,000

The Administrative Fee and Affiliate Fee (collectively, "Fees") shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the SGVRHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to SGVRHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in- kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. If a Party has received funding through the County Measure H Program and allocates that funding to support the start-up and operations of the SGVRHT, the funding will be credited towards the Party's first year Administrative Fee only. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contributions. In addition to a Party's annual Administrative Fee set forth above, the level of, and mechanism for involvement by SGVRHT or a Party to any particular programs and program budget, funded, sponsored or operated by SGVRHT, shall be determined and approved by the Board of Directors.

d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all SGVRHT funds and accounts and report of all SGVRHT receipts and disbursements.

Without limiting the generality of the foregoing, SGVRHT shall establish and maintain such funds and accounts as may be required by good government accounting practice. The books and records of SGVRHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for SGVRHT shall cause an annual independent audit of the accounts and records of SGVRHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.6 of the Government Code, SGVRHT shall publish an Annual Financial Report that shall describe the funds received by SGVRHT and the use of such funds by SGVRHT. The Annual Financial Report shall describe how the funds received by SGVRHT have furthered the purpose of SGVRHT.

e) Funds. Subject to the applicable provisions of any instrument or agreement which SGVRHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse SGVRHT funds, the person appointed by the Board of Directors to perform the treasurer function for SGVRHT shall receive, have the custody of and disburse SGVRHT funds in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments.

Unless otherwise specifically provided herein, this Agreement may not be amended or modified except by writing and with approval of two-thirds of the governing bodies of all the Parties and no other amendment or modification shall be of any force and effect unless approved in accordance with this Agreement.

Section 9. Non-Liability for Obligations of SGVRHT.

The debts, liabilities and obligations of SGVRHT shall not be considered the debts, liabilities or obligations of any Party or its respective officers, agents, employees, representatives or volunteers.

a) Indemnification. The SGVRHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SGVRHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SGVRHT. The SGVRHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The SGVRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the SGVRHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SGVRHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with SGVHRT in good faith to negotiate alternative means or mechanisms by which SGVHRT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive SGVHRT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless SGVRHT for any Unfunded Liability.

b) Assignment. Each Party shall assign to the SGVRHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the SGVRHT has met its obligations to defend and indemnify such Party pursuant to this Section.

c) Survival. SGVRHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

a) Admission of New Parties. It is recognized that additional eligible entities other than the Parties, may wish to join SGVRHT after the Effective Date. Such eligible entities may become a Party to this Agreement upon such terms and conditions as are established by this Agreement and the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays, a late joining fee. The late joining fee shall be calculated by totaling the annual affiliate fee the eligible entity would have paid under this Agreement had it been an affiliate in all years prior to becoming a Party, minus any affiliate fees it actually paid during those years. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from SGVRHT.

b) Withdrawal from SGVRHT. A Party may withdraw from SGVRHT upon its governing board's adoption of a resolution stating its intent withdraw from SGVRHT. The withdrawal of any Party, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. The withdrawal shall be effective at the end of the SGVRHT fiscal year which is at least six months after the receipt by SGVRHT of a written notice of the Party's intent to withdraw, accompanied by a copy of the governing board resolution stating its intent to withdraw; and

2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of the withdrawing Party's rights and

claims relating to distribution of property and funds upon termination of SGVRHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed at the addresses set forth in the attached Exhibit "A", or to such other address as may be designated to SGVRHT for formal notice.

Section 12. Miscellaneous.

a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.
e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, as follows:

Party: _____

By: _____

Supervisor/Mayor

Attest: _____

Clerk

ITEM #28

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt a Resolution Authorizing the City Manager or Designee to Execute Documents Necessary to Obtain Financial Assistance Provided by the State of California Department of Transportation State of Good Repair Program**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a Resolution authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.

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

BACKGROUND

The Road Repair and Accountability Act of 2017, Senate Bill 1 (SB 1) (Chapter 5, Statues of 2017), signed by the Governor on April 28, 2017, includes a program that provides additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the State of Good Repair (SGR) Program. This Program provides funding of approximately $105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects.

SB 1 named the State Department of Transportation (CalTrans) as the administrative agency for these funds, and emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for State of Good Repair funding, local agencies must comply with various regulations and reporting requirements.

The Los Angeles County Metropolitan Transportation Authority (Metro) is the local planning agency designated to administer the distribution of these funds to transit agencies in the Los Angeles County region. If the City of Montebello agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines, the City becomes eligible to receive STA funding from the SGR Account for transit projects.

In order to obtain the City's allocated funds, staff is also required to identify the specific associated SGR projects, as follows:

Fiscal Year 2020-21 (SGR)	
Funding Available:	**Projects:**
$359,478	• Transportation Facility Improvements

Through SB 1, an additional 20 cent diesel excise tax was also imposed statewide in November 2017. The City is eligible to receive two payments from the revenues from this excise tax. These revenues are also programmed through the State's STA account, one for Fiscal Year 2017-18 and another for FY 2020-21.

Fiscal Year 2017-18:

The City's share of STA Revenues generated from the diesel excise tax for FY 2017-2018 is $554,017. This additional STA funding can be claimed through the Transportation Development Act (TDA) process, administered by the Southern California Association of Governments (SCAG). Pursuant to the TDA regulations, this STA funding can be used for both transit capital and operating expenses. The City is proposing to use the carryover funds from prior fiscal years towards one cutaway bus purchase, shortfall for CNG Bus purchase, and transit's communication software.

Fiscal Year 2017/2018 (STA)	
Funding Available:	**Projects:**
$554,017	• CNG Bus • Communications Software for Real Time Service Alerts including equipment • Transportation Facility Improvements

Fiscal Year 2020-21:

The City's share of STA Revenues for FY 2020-21 is $901,895. The City is proposing to use the excise tax STA funding towards capital and operating expenses for FY 2020-21.

Fiscal Year 2020-21 (STA)	
Funding Available:	**Projects:**
$901,895	• Surveillance Equipment for Transit Facility • Electric Bus Infrastructure Upgrades

FISCAL IMPACT

The State of Good Repair program provides funding of approximately $105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects. The City of Montebello has various projects related to facility maintenance, repairs and upgrades that will utilize the City's allocation of $359,478 in State of Good Repair funds (FY 2020-21).

In addition, there is revenue available from a statewide excise tax charged on diesel fuel that is available for various transit related projects. The City proposes to use its allocation of $1,455,912 for capital expenses (FY 2017-18 amount of $554,017 and FY 2020-21 amount of $901,895).

SUMMARY

Staff is recommending that the City Council adopt a Resolution authorizing the City Manager to execute documents necessary for the purpose of obtaining financial assistance provided by the various State of California Department of Transportation State of Good Repair Program accounts.

ATTACHMENT(S):

A. Proposed Resolution
B. Certifications and Assurances

RESOLUTION NO. _____

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED STATE OF GOOD REPAIR PROGRAM DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Montebello ("City") is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Montebello City Council has reviewed and approved a list of projects for funding under this program, as identified in Exhibit A; and

WHEREAS, the City agrees to comply with all conditions and requirements set forth in the Certification and Assurances document; as identified in Exhibit B; and

WHEREAS, the City wishes to delegate authorization to execute required documents and any amendments thereto to the City Manager.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Montebello as follows:

1. The City Manager is hereby authorized to execute all required documents of the SGR program and any Amendments there to with the California Department of Transportation.

APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2020.

_____
Salvador Melendez, Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
Irma Barajas, City Clerk Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

SENATE BILL 1 - STATE OF GOOD REPAIR PROJECT LIST

Fiscal Year 2020-21	
Funding Available:	**Projects:**
$359,478	• Transportation Facility Improvements

SENATE BILL 1 - STA PROJECT LIST

Fiscal Year 2017-18	
Funding Available:	**Projects:**
$554,017	• CNG Bus • Communications Software for Real Time Service Alerts including equipment • Transportation Facility Improvements

Fiscal Year 2020-21	
Funding Available:	**Projects:**
$901,895	• Surveillance Equipment for Transit Facility • Electric Bus Infrastructure Upgrades

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Montebello

Effective Date: June 24, 2020

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

City of Montebello

BY: _____

René Bobadilla, City Manager

ITEM #29

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt a Resolution approving a System Safety Plan for Montebello Bus Lines**

DATE: August 26, 2020

RECOMMENDATION

It is recommended that the City Council:

(1) Adopt a Resolution approving the City of Montebello to implement a new System Safety Plan for Montebello Bus Lines (MBL).

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

BACKGROUND

On July 19, 2019, the Federal Transit Administration (FTA) mandated a Public Transportation Administration Safety Plan (PTASP) rule that requires the operator of a public transportation system to create and implement a System Safety Plan. The PTASP (49CFR part 673) compliance regulation stipulates that all public transportation agencies that receive federal funding must develop a safety plan that outlines the agency's operational processes and procedures.

On March 19, 2020, the City of Montebello entered into a contract with The LeFlore Group (TLG) to create/develop a Systems Safety Plan for Montebello Bus Lines to ensure the transit agency meets the aforesaid rule while providing passengers with a safe and reliable transportation service.

TLG was selected based on their proposal, which demonstrated that they successfully completed "FTA sponsored webinars and training to gain an understanding of the requirements and best practices associated with developing a plan." In addition, TLG emphasized the fact that they successfully completed a safety plan for the City of Norwalk. A holistic evaluation of TLG's qualifications determined that TLG displayed direct knowledge and experience in the development of the requested safety plan.

The plan was developed to improve the City's transportation safety by acting as a guide to assist MBL manage safety risk effectively and proactively within the agency's transit systems. MBL's System Safety Plan will be used to manage safety through improved risk control, the early detection and correction of safety problems, sharing and analyzing safety data effectively, and the precise measurement of safety performance. The plan will set safety performance targets based on various performance measures that include fatalities, injuries, safety events, and system reliability.

The PTASP is required to be updated annually, and FTA will assess compliance with the PTASP through its triennial oversight review program. FTA requires that the PTASP be adopted by the City Council and submitted to FTA by December 31, 2020.

It is recommended that the City Council approve the attached Fiscal year 2020-21 System Safety Plan.

FISCAL IMPACT

The System Safety Plan will serve as a guide for the identification and management of safety risks and does not commit MBL to specific expenditures. The recommended safety management activities and safety enhancements will be identified each budget year and included in Transits budget as part of the annual budget development process.

SUMMARY

Staff is recommending that the City Council adopt the proposed, attached, Resolution approving the City of Montebello to implement a new System Safety Plan for Montebello Bus Lines (MBL); and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT(S):

A. Resolution
B. City of Montebello (Montebello Bus Lines) FY2021 System Safety Plan

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A SYSTEM SAFETY PLAN FOR MONTEBELLO BUS LINES

WHEREAS, on July 19, 2019, the Federal Transit Administration (FTA) mandated the Public Transportation Agency Safety Plan (PTASP) Rule, requiring the operator of a public transportation system that receives federal funding to develop a new safety plan and implement a Safety Management System (SMS), and;

WHEREAS, the PTASP Rule is designed to change the safety culture of a transportation agency by making safety everyone's responsibility, empowering employees to play a role in safety and encouraging employees and contractors to report safety concerns to senior management; and

WHEREAS, MBL's System Safety Plan ("Plan") was developed to improve the City's transportation safety by acting as a guide to assist MBL manage safety risk effectively and proactively; and

WHEREAS, MBL's Plan will be used to manage safety through improved risk control, the early detection and correction of safety problems, sharing and analyzing safety data effectively, the precise measurement of safety performance; and

WHEREAS, the City of Montebello entered into a contract with The LeFlore Group, subject matter experts, to ensure the plan aligns with the PTASP Rule; and

WHEREAS, the City, as a transit bus owner/operator by and through the Montebello Bus Lines (the "Transportation Department") will be in compliance with the PTASP Rule; and

WHEREAS, FTA requires that MBL's Plan be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello as follows:

1. The Transportation Department is approved to submit the Plan on behalf of the City of Montebello by and through the Montebello Bus Lines.

2. City Staff shall take the necessary steps to complete the Plan process including executing necessary documents and, managing the project.

APPROVED AND ADOPTED THIS 26th DAY OF AUGUST, 2020.

_____
Salvador Melendez, Mayor

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

SYSTEM SAFETY PLAN

ADOPTED: MONTH DD, 2020

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Section 1. Transit Agency Information

1. Policy Statement

The City of Montebello operates the Montebello Bus Lines (MBL) to primarily provide transportation services to the residents of Montebello and neighboring communities. MBL is the third largest municipal bus system in Los Angeles County with a fleet of 66 buses. MBL proudly serves over 5.2 million passengers a year throughout the communities Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier. MBL also operates the Montebello Dial-A-Taxi (DAT) to provide transportation services for senior citizens and disabled residents. Additionally, MBL operates the Montebello Link offering curb-to-curb shuttle service to and from the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead.

MBL is a line department of the City of Montebello. The City Manager hires the Director of Transportation to lead and implement the policies approved by the City Council. MBL complies with all directives established by the Federal Transit Administration (FTA) and state, as appropriate.

The Montebello System Safety Plan (MSSP) is an operating safety document to guide the agency in all aspects of safety for its customers, as well as, passengers, riders, and visitors to any of the transit system facilities. Management will review and update this plan and all safety procedures on an annual basis to ensure safe environments.

Safety and well-being of each employee is a fundamental concern and motivating force of MBL. MBL is dedicated to promote and utilize safety principles that are included in every phase and aspect of performing our work. Safety is a mutual thought process or discipline that is incorporated in every management decision and employee behavior. Simply, safety is part of everything we do.

The MSSP has been developed to integrate our safety values into every MBL operation and process. Through the use of the MSSP, we have raised and will continue to improve the level of our safety performance in our daily activities and to maintain a safe operating environment.

The MSSP will institute mechanisms for proactively identifying, addressing, and mitigating hazards. It provides a method of securing system modifications by thorough evaluation of their potential effect on safety.

Managers and Supervisors shall provide continuous support necessary for attaining all of the MSSP objectives. The success of the MSSP depends on all employees actively identifying potential hazards and taking into consideration their safety and the safety of others.

Every employee realizes that our decisions and actions influence the safety of each other and customers involved in day-to-day operations. MBL pledges to adhere to all safety precautions and measures to protect and serve our customers, colleagues, and the community.

(Signature Here)

Young-Gi Kim Harabedian
Accountable Executive/ Director of Transportation

2. Transit Agency Information

Montebello Bus Lines (MBL) Physical Address:	400 S. Taylor Ave. Montebello, CA, 90640
Executive in accordance with and incorporated by reference Federal Transit Agency (FTA) Sections 673.5 and 673.23(d)(1):	Young-Gi Kim Harabedian, Director of Transportation
Chief Safety Officer in accordance with and incorporated by reference, FTA's Section 673.5 and 673.(d)(2):	Young-Gi Kim Harabedian, Director of Transportation
Mode of Services Covered by Plan:	Fixed-route, Dial-A-Taxi; Link
Mode of Service Directly Operated:	Fixed-route
Mode of Service Contracted Out:	Dial-A-Taxi; LINK
List of FTA Funding:	5307
Transit Services Provided to Other Agencies:	Not applicable

Section 2. Plan Development, Approval and Updates

1. Annual Review: The MSSP objectives will be reviewed annually from the date of the latest City Council-approved plan, or at more frequent intervals as appropriate, to make updates, corrections and modifications to determine if steps are being taken to minimize hazards and encourage safe work practices.
    1.1. The Director of Transportation is the Accountable Executive and the Chief Safety Officer for purposes of this plan. Duties and responsibilities will be delegated as appropriate to review, update, revise and republish the MSSP annually.
    1.2. The annual update process begins with the Transit Operations Manager, as directed by the Accountable Executive/ Chief Safety Officer. The Transit Operations Manager provides the recommended changes of the MSSP to the Accountable Executive/ Chief Safety Officer for consideration.
    1.3. Approval of any updates is the responsibility of the Accountable Executive, including obtaining City Council's review and approval, on an annual basis. This also includes the annual certification of compliance with the Federal Transit Administration.
    1.4. Modifications may be proposed as a means of improving a system's efficiency, maintainability and performance, or in order to eliminate or control hazards. Modifications can result from system observations, inspections, data analysis, hazard reports, accident investigations, changes in the workplace, mitigate hazards; and internal or external audits. Modification to the MSSP is encouraged to meet changes in the workplace or mitigate hazards.
    1.5. No proposed changes to the MSSP will be made until approved by the City Council and signed by the Director of Transportation.
    1.6. The approved revised MSSP will be distributed to all employees.

2. Interim Changes: During the Safety Committee meetings, the MSSP will be reviewed for any interim changes necessary in between the annual review cycle.
    2.1. Recommendations submitted by any employee will be reviewed during the Safety Committee meetings.
    2.2. The Transit Operations Manager, or designee, will document recommended changes and identify recommendations requiring immediate implementation to the Accountable Executive/ Chief Safety Officer for approval.

3. Applicable Requirements/ Standards: The MSSP addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Name of Entity/ Drafted Plan:	The Le Flore Group	
Accountable Executive Signature:		Dated:
Accountable Executive Name and Title:	Young-Gi Kim Harabedian, Director of Transportation	
City Council Approval, Agenda Title and Item No.:		Dated:
Certification of Compliance, Certifications and Assurance Process (FTA):		Dated:

Revision Tracking:

Version	Section No. Updated	Reason for Change	Dated

Section 3. Safety Performance Targets and Coordination

1. This is based on 2019 data reported to the NTD. This initial year shall serve as the baseline for measuring future performance.

Mode	Vehicle Revenue Miles	Fatalities	Fatality Rate (per VRM)	Injuries	Injury Rate (per VRM)	Safety Events (Total)	Safety Events (per VRM)
Local	2,319,015	0	0	16	0.000007	17	0.0000007
Express	73,315	0	0	0	0	0	0
Dial-A-Taxi	38,409	0	0	0	0	0	0

Mode	Fatalities	Fatality Rate (per 100k VRM)	Injuries	Injury Rate (per 100k VRM)	Safety Events Total	Safety Events (per 100k VRM)
Local	0	0	16	0.00016	17	0.000170
Express	0	0	0	0	0	0
Dial-A-Taxi	0	0	0	0	0	0

Mode	Mechanical Failures (Total)	Other Failures	System Reliability (VRM/Total Failures)	System Reliability (100k/Total Failures)	Average Age of Vehicle (Years)
Local	208	7	10,786	465.12	8.44
Express	0	0	0	0	
Dial-A-Taxi	0	0	0	0	

2. Safety Performance Target Coordination: MBL shall provide performance targets to aid in the planning process on a yearly basis, or as more frequently requested, by the agencies below. The purpose of this coordination is to ensure consistency of established performance targets.

Safety Performance Target Coordination		
	Name of Agency	Date Transmitted
Targets Submitted to the State	The State of California, Department of Transportation (CalTrans)	
Targets Submitted to the Metropolitan Planning Organization	Southern California Association of Governments (SCAG)	

Section 4. Safety Management Policy

1. Purpose

The intent of the MSSP is creating safety awareness to each Montebello employee, the general public, and vendors, so that all concerned with MBL in any of its aspects are aware how seriously the safety of customers and employees is to this organization.

Because the issue of "safety" can be viewed from many perspectives, and reaches into all aspects of MBL's operations, this MSSP also is intended to be inclusive of all aspects of MBL's operations, both on property, on board our buses, at our bus stops, and anywhere MBL operates.

System Safety is defined as proactive system-wide coordination of all areas to apply operating, technical management techniques and principles to conserve life and property, prevent and reduce accidents/incidents; maintain a safe and healthy work environment.

At a minimum, safety aspects include driving vehicles safely, having safe working areas for all employees, bus stops that are inviting and safe for our riders, taking safety into consideration whenever purchasing new vehicles or equipment; or in designing and building any part of the MBL infrastructure. MBL takes great pride in the number of accident free miles it drives each year and is determined to make the percentage an ever-increasing percentage of our total miles driven. Realizing that zero accidents is impossible to attain, no matter how safety conscious we may be, it's still a goal of MBL to be as close to that zero mark as humans can achieve.

This MSSP is designed to provide a means of coordinating all safety issues affecting MBL and its employees. Safety issues reach into every area within the organization, inter-departmental relationships, and MBL's responsibilities to various federal, state and local laws, regulations and ordinances.

Safety also has an obvious relationship to the various kinds of insurance coverage that MBL maintains. Continued upgrading of our safety record should ensure that the cost of providing these required insurance coverage does not rise.

1.1. System Description/ Organizational Structure

MBL conducts operations as a general law, Council/City Manager. The City Council authorizes the City Manager to execute agreements, and make decisions relating to grant matters. The City Manager hires the Director of Transportation to act as the Chief Executive Officer of MBL to carry out the Policies established by the City Council. MBL consists of three divisions of Administration, Operations and Vehicle Maintenance.

1.2. Scope of Service

MBL's service area includes the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier. Transit services provided include MBL,

which is the fixed route system. It operates 10 fixed routes seven days a week from as early as 3:00 a.m. and service concludes as late as 11:30 p.m. Fixed route buses carry about 16,938 passengers per weekday and more than 5.2 million riders annually in FY 2019.

Montebello Dial-A-Taxi provides advance reservation, shared ride transportation service for those eligible riders as defined in the Americans with Disabilities Act/ Elderly. The service provides curb-to-curb transportation service to 70,372 passengers annually operating seven days per week within the City of Montebello.

In addition, MBL also is responsible for the operation of Montebello LINK which offers two fixed routes shuttle service to and from the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. Montebello LINK provided circular service to 67,262 passengers during FY 2019.

1.3. Physical

MBL's fleet consists of 66-vehicles. The fixed route fleet consists of 66 buses and 5 shuttle buses. Montebello maintains a fleet of support vehicles for the maintenance of bus stops and shelters as well as managing fleet maintenance of City vehicles and related equipment.

Montebello's facilities include a maintenance garage, City-shared fueling station, Metrolink station, CNG fueling station, 4 electric bus charging stations, bus wash station, an administrative office, and an employee lounge. Montebello also maintains over 800 bus stops as well as managing fleet maintenance of City vehicles and related equipment.

2. Safety Goals

MBL's paramount goal is to minimize accidents to the lowest level possible and with the fewest injuries.

2.1. The primary commitment of MBL is to maintain the safety and security of human life and the protection of City assets.
2.2. Management recognizes that the majority of injuries and losses are preventable and all employees must work towards that goal.
2.3. Management is responsible for the safety of employees and for the prevention of losses. Management has the responsibility to provide the necessary training of employees and to provide safeguarding of all possible exposures.
2.4. Each employee has the responsibility to receive, understand, and use the training as provided by management. In the performance of their assigned work, each employee is expected to do their work safely and follow correct operating procedures.
2.5. In the area of safety, management is charged with the responsibility to protect the City's assets, including both employees and property assets. Full accountability and responsibility starts with the Director of Transportation and continues to the division managers, supervisors, and to each employee.
2.6. Achieve and maintain a level of safety in the employee work environment exceeding that of other organizations in the transit industry.

2.7. Maximize the safety of future operations by affecting the design and procurement processes.

3. Safety Objectives

The design and operation of the transit system considers the safety of residents, customers, employees, contractors, and minimizes loss or damage to property.

The fundamental identifiable and attainable objectives of MBL are to develop, implement and maintain strategies and a personal and departmental mindfulness to improve the safety performance of the agency.

3.1. Provide appropriate safety training to all new employees and to employees with assignment changes.
3.2. Conduct Safety Committee Meetings once per month to review Program performance and safety issues.
3.3. Conduct quarterly safety training sessions during our employee tailgate meetings.
3.4. Conduct a quarterly facility evaluation to address all health, environmental, safety, security issues and conditions that exist at all MBL facilities.
3.5. Provide a copy of MSSP Montebello Safety rules to all employees so they may be understood and followed. (Injury & Illness Prevention Program and appropriate safety rules).
3.6. Provide an opportunity at all department meetings to discuss safety issues, the Injury & Illness Prevention Program, and Montebello System Safety Program.
3.7. Minimize bus system modifications during the operational stage by establishing and utilizing safety controls at system design and procurement stages.
3.8. Ensure that bus system modifications do not create new hazards.

4. Employee Safety Reporting Program

The Employee Safety Program, the Injury & Illness Prevention Program, per California SB-198 is incorporated herein specifically by portion and by overall reference. The Chief Safety Officer Transit implements and oversees the safety program with oversight by the Accountable Executive.

4.1. This program outlines the policies, objectives, responsibilities, investigative procedures, communications policies, and all safety; hazard and accident report forms. It all also includes three key elements:
    4.1.1. A process that allows employees to report safety conditions to senior management;
    4.1.2. Protections to those employees who report safety conditions to senior management;

4.1.3. A description of employee behaviors that may result in disciplinary action, and therefore, excluded from protection.

4.2. The overall Employee Safety Program is enhanced by several of the department's safety and incentive programs. They are listed:

4.2.1. *Evacuation Plan:* Bus Operators are all instructed on how to perform orderly evacuations of buses. The principal emphasis of such evacuations is to first ensure the safety of the customers of the bus, bus operator, and the general public near the vehicle.

4.2.2. *Facility Emergency & Evacuation Plan:* A written plan is on file and maintained by the Transit Operations Supervisor and copies given to appropriate employees and Emergency Coordinators.

4.2.3. *Fire Safety Plan:* The Vehicle Maintenance Manager upkeeps the facility plan for sprinkler systems, alarm notification panels, fire extinguisher placement, and other emergency equipment. Fire suppression systems are inspected and maintained by qualified third parties.

4.2.4. *Safety Award and Incentive Programs:* Incentive and awareness programs are afforded to encourage employee involvement and participation. Such programs encourage safe driving and work habits every six months and annually.

4.2.5. *Operational Safety:* All accidents/incidents are documented, investigated and reviewed. MBL uses a team concept to avoid accidents/incidents with all Transit Supervisors sharing the responsibility of safety. Incidents are entered into a database system and reviewed for trends and appropriate measures to reduce or eliminate the occurrence. Any modifications to the system require review utilizing the Safety Risk Identification Resolution process.

4.2.6. *Accident Review Committee:* Meets as required to review employee's traffic accidents, employee and public injuries.

4.2.7. *Safety Committee*: Meets monthly to discuss and review safety and security issues and concerns.

5. Safety Management Communication

An Employee Safety Awareness Program has been established to develop and communicate safety information to employees. The purpose of the program is to raise the safety awareness level of employees in order to reduce the frequency of traffic and customer accidents, as well as employee injuries and illness.

Methods of communicating safety information to employees include posting of bulletins, flyers, and memorandums. Such information should be posted at highly visible locations at each facility and should be easily accessible to employees. Other communication methods include posters, signs, and brochures. In addition, employee safety awareness is increased by

incorporating safety information into other department's training materials, employee policies and procedures.

6. Authorities, Accountabilities, and Responsibilities

The following are key safety-sensitive positions identifying their authorities, accountabilities, and responsibilities:

6.1. Executive Leadership

6.1.1 The City Manager's authority, accountability, and responsibility for: reports directly to the City Council, with line responsibilities for overseeing various departments, divisions, and/or functions, including MBL, within the broad range of City administrative operations. Plans, organizes, directs, and coordinates the activities and operations for various assigned City departments divisions and/or functions; plans, directs and reviews the activities and operations of the City; participates in the development and implementation of goals, objectives, policies, and priorities for assigned operations and the City.

6.1.2 The Director of Transportation's authority, accountability, and responsibility for: as the Accountable Executive and Chief Safety Officer with full oversight and responsibility of the MSSP; implements the MSSP and reports directly to the City Manager; plans, organizes, directs, and coordinates a comprehensive public transit and vehicle maintenance program including public transit, transportation planning, vehicle maintenance, and central stores; provide technical staff support, information, and assistance to the City Council, City Manager (Administrator), and Department heads. Interprets and enforces Federal and State transportation and transit laws; oversees the design and operation of transit systems; confers with other departments and governmental agencies regarding proposed or existing public transit projects or problems. Provision of leadership and direction in the administration of safety activities by showing support for safety rules and objectives.

6.1.3 The Director of Human Resources authority, accountability, and responsibility includes: plans, organizes, directs and coordinates the employment, labor relations, training, personnel records maintenance and risk management functions of the City; to maintain Citywide personnel policies and regulations, and to perform related work as required. This is the Department Head position for overseeing the City's personnel, labor relations and risk management, as well as providing staff support for the Civil Service Commission. All Department work is directed and

coordinated by this position, including MBL. This position reports to the City Manager.

6.2. Agency Leadership

6.2.1 The Transit Administrative Manager's authority, accountability, and responsibility includes: assigns, supervise, and direct the work of staff assigned to the administrative division including grants and project administration, budget preparation, accounting, payroll, and revenue control. Provides supervision, direction and work coordination for staff assigned to the Transit Administrative Division including grants and project administration, accounting, payroll, and revenue control; plans, organizes and coordinates ongoing department functions; liaisons with regulatory agencies regarding financial and grant administration issues; evaluates programs and services; prepares budgets and administers fiscal controls for assigned functions; assures compliance with all Federal, State, and County regulatory requirements; plans, designs and implements a variety of management information and reporting systems; prepares oral and written reports; makes presentations to the City Council, staff, governmental agencies; participates in staff selection and evaluation; provides training and development for assigned personnel; represents assigned functions with City staff and other governmental agencies as delegated; Provides analytical and financial data for safety related needs.

6.2.2 The Transit Operations Manager's authority, accountability, and responsibility includes: as delegated by the Accountable Executive/ Chief Safety Officer, leads the Safety Committee and recommends safety actions for approval; supervises, directs, and provides work coordination for staff assigned to the operational division; designs and evaluates operational programs and services using input from local transit users; ensures proper training of assigned personnel; oversees adherence to safety and performance standards; interprets and enforces Federal and State transportation and transit laws; assures compliance with all relevant Federal, State, and County regulatory requirements; develops budgets and administers fiscal controls for assigned functions; oversees the selection and training of all transit operations personnel; assists in the administration and conduct of overall department programs; prepares and presents a variety of oral and written reports; maintains a variety of records and files; performs Deputy Director of Transportation duties as delegated; represents assigned functions with the City staff, citizens, community organizations, and other governmental agencies as delegated. Prepares and implements safe operating policies, plans, rules and procedures. Coordinates with the Transit Operations Supervisor

and/or Vehicle Maintenance Manager in Hazard Identification and Resolution.

6.2.3 The Risk Manager's authority, accountability, and responsibility includes: under general direction of the Director of Human Resources, plans, organizes, develops, monitors, and manages the City's workers compensation and risk management programs; to be responsible for coordination of industrial disability retirements with the CalPERS retirement system; to procure needed insurance coverage; to coordinate with claims adjusters; conduct investigations relating to the Injury and Illness Prevention Policy.

6.2.4 The Transit Operations Supervisor's authority, accountability, and responsibility for: as directed by the Transit Operations Managers, leads the Safety Committee and manages the annual review of the MSSP; provides a full account of safety concerns and recommendations to the Transit Operations Manager; implements the annual changes approved. Provides supervision and work coordination for staff assigned to the day-to-day activities of the City's transit operations, analyzes workloads, establishing priorities and making assignments; instructs and supervises transit dispatch supervisors, bus operators and other subordinates in the Operations Division; oversees enforcement of safety and security regulations; participates in the recruitment and training of staff; maintains and updates operations, personnel, training and related records; consults with others regarding equipment malfunctions or equipment purchases; monitors system operation including scheduling, on-time performance, passenger relations, accident investigation, system safety and security, and bus operator rules and regulations; prepares budget requests and controls expenditures; ensures compliance with City, state and federal regulations; represents assigned functions with City staff and other governmental agencies as delegated.

1. Develops required policies, plans, rules, procedures and contingency plans for safe operation for approval by the Director of Transportation.
2. Prepares and implements safe operating policies, plans, rules and procedures with the approval by divisional managers.
3. Ensures ongoing training and testing of personnel in the proper performance on safety/security-related operating policies, plans, rules, and procedures.
4. Monitors training, testing and certification in the proper performance of all safety/security-related rules and procedures. This applies to both normal and emergency conditions. Provide employees with copies of safety and emergency rules, procedures, and policies that affect them.

5. Monitors adherence to safety/security-related operating policies, plans, rules and procedures. Personnel whose safety/security record requires follow-up, additional training, or discipline, including discharge, are identified through the maintenance of records with indicate safety/security violations of rules and procedures. Safety/security violations and/or recommendations are reported to the division manager for mitigation.
6. Corrects conditions which have caused or have the potential to cause injury to persons or damage to property/equipment.
7. Informs all employees of new safety/security issues and regulations.
8. Organizes, schedules, and chairs Safety Committee meetings, as delegated by the Transit Operations Manager.
9. Reports to the nearest OSHA office any fatal accidents, or which result in hospitalization of five or more employees.
10. Ensures maintenance of the CAL-OSHA log 300. Post the CAL-OSHA Log 300 (the previous years recorded accidents) in the month of February.
11. Ensures the department provides new employees Right-To-Know training with six months from the date of hire.
12. Ensures that the department maintains all health and safety records, files on each employee including items such as training sign-offs and copies of medical exams and records.
13. Prioritizes the safety hazards and post a list of hazards in descending order, starting with the most severe hazard first.
14. Ensures the department inspects all MBL facilities on a monthly basis.
15. Ensures Vehicle Maintenance division manages the Hazardous Materials Business Plan.
16. Coordinates Contractor Safety programs.

6.3. Key Individuals

6.3.1 The Vehicle Maintenance Manager's authority, accountability, and responsibility includes: prepares and implements safe maintenance policies, plans, rules, and procedures. Implements policies, plans, rules, and procedures for safe operation and maintenance; Provides ongoing training and testing of personnel in the proper performance of safety-related operating and maintenance policies, plans, rules and procedures. Act as an interface between MBL and manufacturers to correct any severe safety hazards. Ensures posters, labels and signs are in place to warn employees of potential hazards. Updates the Safety Data Sheet (SDS) books and ensures SDS' are available to all employees. Maintains a chemical inventory that is updated at least monthly. Ensures that

hazardous materials and waste are dealt with properly. Monitors the areas where hazardous wastes are handled and ensure that employees do not eat in areas where hazardous wastes are used or handled. Ensures personnel are systematically trained, tested and certified in the proper performance of all safety-related rules and procedures. This applies to both normal and emergency conditions. Employees are provided with copies of safety and emergency rules, procedures, and policies that affect them. Monitors adherence to safety-related operating and maintenance policies, plans, rules and procedures. Manages through the maintenance of safety records, personnel whose safety record requires follow-up, additional training or discipline including discharge are identified. Safety violations are reported to the Safety Committee. Conditions are corrected which have caused or have the potential to cause injury to persons or damage to property/equipment.

6.3.2 The Shop Maintenance Supervisor's authority, accountability, and responsibility includes: supervises and participates in the work of the City's automotive, bus, and heavy equipment maintenance and repair crews; Analyzes work load, establishes priorities and makes assignments; Assists in developing and administering of comprehensive maintenance programs; Reviews the inspection, repair, servicing, and maintenance of City automotive, bus, and other equipment; insures the proper diagnosis of defects; reviews repair procedures; instructs and supervises subordinates in servicing and repair procedures. Performs the most advanced and technical inspection and repair work on automobiles, buses, heavy equipment, police and fire vehicles when necessary; Adapts and fabricates parts and tools to accomplish repair functions; maintains and updates records on vehicle servicing, maintenance, and repair work. Supervises emergency repairs; assists in preparing reports and annual budget estimates; controls expenditure. Supervises and participates in the receipt, storage, issuance and maintenance inventories for parts and equipment for the City's vehicle repair and maintenance operation. Keeps storage facilities, shop, and corporate yard in a clean, safe, and orderly condition; represents assigned functions with City staff and other governmental agencies as delegated.

6.3.3 The Maintenance Services Supervisor's authority, accountability, and responsibility includes: supervises and participates in the work of the City's automotive, bus, and heavy equipment maintenance and repair crews; analyzes work load, establishes priorities and makes assignments; assists in developing and administering of comprehensive maintenance programs; reviews the inspection, repair, servicing, and maintenance of City automotive, bus, and other equipment; insures the proper diagnosis of defects; reviews repair procedures; instructs and supervises subordinates in servicing and repair procedures; performs the most

advanced and technical inspection and repair work on automobiles, buses, heavy equipment, police and fire vehicles when necessary; adapts and fabricates parts and tools to accomplish repair functions; maintains and updates records on vehicle servicing, maintenance, and repair work; supervises emergency repairs; assists in preparing reports and annual budget estimates; controls expenditures; supervises and participates in the receipt, storage, issuance and maintenance inventories for parts and equipment for the City's vehicle repair and maintenance operation; issues equipment and parts to other staff; maintains master inventory information; receives part shipments and verifies accuracy; maintains information on parts on-hand and amounts issued; posts parts information to shop work orders; maintains records on equipment and conducts periodic inventories of materials, supplies, and equipment; operates basic office support equipment such as calculator, computer terminal, and copiers; keeps storage facilities, shop, and corporate yard in a clean, safe, and orderly condition; represents assigned functions with City staff and other governmental agencies as delegated.

6.3.4 The Transit Stores and Facility Supervisor's authority, accountability, and responsibility includes: provides supervision and participates in the work of the City's storeroom and Transportation facilities' maintenance and repair; lays out work assignments insuring proper material and supplies for required repairs; develops strategies to optimize inventory levels; develops strategies that promote just-in-time deliveries of materials and the City's mail delivery services; plan and implement long-term strategies to minimize material obsolescence; ensures a minimum 95% inventory accuracy ratio by maintaining an on-going cycle count program; issues parts and supplies to corporate shop personnel; utilizes parts and supplies catalogs to help research and identify parts and components needed for the repair of buses/vehicles and shop equipment; receives incoming shipments; verifies packing slips; records deliveries and enters receiving data into the automated inventory system; distributes incoming materials to appropriate departments; performs regular physical inventories and makes appropriate adjustments; expedites shipments; oversees tool room inventory and tool check outs; keeps all Transportation facilities and equipment safe and in orderly condition; responds to emergency needs outside of normal work hours; maintains work safety standards represents the assigned functions with City staff and governmental agencies as delegated.

6.3.5 The Safety Committee Members' authority, accountability, and responsibility includes: establish and update operating procedures and communicate these to staff so they may follow health and safety requirements. Review conduct with regard to safety and ensure that they follow safety rules and fulfill their responsibilities under safety obligations

in the safety program. Review the department's accident record quarterly, and implement appropriate actions when accident trends are unfavorable. Make certain that employees have, and use safe tools and equipment (including personal protective equipment) and that equipment is maintained properly. Report any safety hazard to the Chief Safety Officer (Committee Chair) immediately. Ensure employees follow the safety rules and report anyone who violates safety/security rules. Give leadership and direction in administration of safety activities by showing support for safety/security rules and objectives. Have the necessary job knowledge relating to all machines and processes in their jurisdiction. The safety committee meets monthly. The Transit Operations Manager, or as delegated to the Transit Operations Supervisor, chairs the committee. The following MBL employees participate in the Safety Committee:

1. Transit Operations Manager, as delegated by the Chief Safety Officer
2. Transit Operations Supervisor (Fernie Rivera, or designee)
3. Mechanic A (Don Holguin, or designee)
4. Building Maintenance Worker (Antonio Montanez, or designee)
5. Clerical Assistant (Tephanie Martinez, or designee)
6. Dispatch Supervisor (Gabriel Hinojosa, or designee)
7. Bus Driver (Javier Olivera, or designee)

Section 5. Safety Risk Management

1. Safety Risk Identification Resolution Process

1.1. Overview

The central approach used in achieving MSSP goals and objectives involves having all MBL employees take into consideration the safety implications of their decisions. It uses a proactive approach, which stresses looking at systems and proposed modifications from a safety perspective before losses occur. The MSSP also requires that employees look at how their actions may affect the safety of other interrelated systems.

1.2. Levels

All levels of staff within MBL, with oversight by the Accountable Executive/ Chief Safety Officer, are responsible for identifying, evaluating, and evaluation of the means used to resolve a safety risk are based upon a three-step process in all areas of MBL:

1. Safety Hazard Identification
2. Safety Risk Assessment
3. Safety Risk Mitigation

2. Safety Hazard Identification

The Montebello Bus Lines' utilizes numerous mechanisms for identifying safety risks, including information published by FTA and other oversight authorities as a source of hazard information.

Regular inspections are performed of all revenue and non-revenue vehicles. Inspections of non-revenue vehicles, maintenance facilities, and all systems and equipment are performed regularly by maintenance staff. Bus Operators conduct daily checks of revenue buses before they leave the bus yard. Safety training is provided for maintenance staff and bus operators and review training is provided on an as needed basis. Department personnel inspect bus stop and transit center locations to ensure that they are in safe locations and compliant with access requirements. In addition, MBL will conduct regular audits to ensure that goals and objectives of the MSSP are achieved. These audits will be performed by Operations and/or Maintenance Supervisors on a regular basis. The purpose of having these multiple checks is to ensure the safest possible fleet and facilities for all MBL employees and customers.

If an employee becomes aware of a safety risk condition, they are required to report the risk to their supervisor. If the risk involves an in-service vehicle; a bus operator is required to fill out a Daily Inspection Sheet describing the problem. Safety risks are corrected immediately, when possible. Otherwise the bus is held until the item is repaired. The Vehicle Maintenance Manager corrects other issues during preventive maintenance reviews.

All reported maintenance problems on revenue and non-revenue vehicles must be documented and should identify any and all safety risks. Any such hazards are maintained by the Maintenance Division.

2.1. Risk Assessment

Once a safety risk has been recognized it becomes the responsibility of the manager of each affected division to assess the threat posed by the risk. Safety Risk Assessment involves determining whether assuming some or all of the risk associated with a particular hazard would be acceptable and determining whether corrective action is necessary.

2.2. Risk Severity

Risk Severity is a subjective measure of the worst credible mishap that could be expected to result from human error, environmental conditions, design inadequacies, subsystem or component failure/malfunction, and/or procedural deficiencies. The categories of risk severity are as follows:

3. Safety Risk Assessment

CATEGORY	DESCRIPTION
1 – Catastrophic	Death or system loss
2 – Critical	Severe injury, occupational illness or major system damage
3 – Marginal	Minor injury, occupational illness or system damage
4 – Negligible	Less than minor injury, occupational illness or system damage

3.1. Category I – Catastrophic

Operating conditions are such that human error, environment, design deficiencies, element, subsystem or component failure/malfunction, or procedural deficiencies may cause death or major system loss, thereby requiring immediate cessation of the unsafe activity or operation.

3.2. Category II – Critical

Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure/malfunction, or procedural deficiencies may cause severe injury, illness or major system loss there by requiring immediate corrective action including immediate cessation of the unsafe activity or operation.

3.3. Category III – Marginal

Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure/malfunction, or procedural deficiencies may cause minor injury, illness or minor system loss and can be counteracted or controlled without serious injury, illness or major system loss.

3.4. Category IV – Negligible

Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure/malfunction, or procedural deficiencies will result in no, or less than minor injury, illness or system loss.

3.5. Risk Probability

The probability that a safety risk will occur during the planned life expectancy of the system element, sub-system or component can be described qualitatively, in potential occurrences per unit of time, events, population, items, or activity. A qualitative risk probability may be derived from research, analysis, and evaluation of safety data from the operating experience of Montebello Bus Lines or historical safety data from similar systems. An example of a qualitative hazard probability ranking is found the following:

3.6. Risk Probability Table

PROBABILITY LEVEL	**DESCRIPTION**
(A) Frequent	Likely to occur frequently to an individual item. Continuously experienced in the fleet/inventory.
(B) Probable	Will occur several times in the life of an item. Will occur frequently in fleet/inventory.
(C) Occasional	Likely to occur sometimes in the life of an item. Will occur several times in fleet/inventory.
(D) Remote	Unlikely but possible to occur in the life of an item. Unlikely but can be expected to occur in fleet/inventory.
(E) Improbable	So unlikely, it can be assumed occurrence may not be experienced. Unlikely to occur, but possible in fleet/inventory.

3.7. Risk Assessment

After the severity and probability of a risk are assessed key divisional managers and the Transit Operations Supervisor will utilize a standardized procedure to analyze the potential severity and probability of the risk and make a determination concerning whether the risk is acceptable or whether the situation demands the taking of corrective action(s).

4. Safety Risk Mitigation

Safety Risk Mitigation is the analysis and subsequent actions taken to reduce, to the lowest level practical, the risk associated with an identified hazard. Risk Resolution is not synonymous with risk elimination. In a transit environment, there are some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Safety Risk Mitigation allows for a systematic hazard identification process and a coordinated hazard impact minimization process. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

Based on this categorization, the Safety Risk Assessment Matrix is as follows:

Frequency of Occurrence	RISK CATEGORY			
	I Catastrophic	II Critical	III Marginal	IV Negligible
(A) Frequent	1A	2A	3A	4A
(B) Probable	1B	2B	3B	4B
(C) Occasional	1C	2C	3C	4C
(D) Remote	1D	2D	3D	4D
(E) Improbable	1E	2E	3E	4E

Based on the Safety Risk Assessment Index, Risk Resolution Criteria by Index are:

RISK INDEX	**CRITERIA**
1A, 1B, 1C, 2A, 2B, 3A	UNACCEPTABLE
1D, 2C, 2D, 3B, 3C	UNACCEPTABLE (EXECUTIVE STAFF REVIEW REQUIRED)
1E, 2E, 2D, 3B, 3C	ACCEPTABLE WITH REVIEW BY EXECUTIVE STAFF
3D, 3E, 4A, 4B, 4C, 4D, 4E	ACCEPTABLE WITHOUT REVIEW

Procedures have been established for resolution of potential safety risks. Upon report of a potential safety risk by anyone at the facility to an immediate supervisor, such supervisor shall report the risk to their division's Manager, or the Transit Operations Supervisor. The division's manager should notify the Transit Operations Supervisor, who will notify the Transit Administration Manager. The Transit Administration Manager will be notified by the appropriate manager and/or by the Transit Operations Supervisor of the outcome or resolution. These proactive and reactive procedures are as follows:

Unacceptable: An unacceptable risk will be corrected immediately after discovery. As soon as it is determined to be unacceptable, all individuals will be removed from the immediate area, any on/off switches will be activated to off, appropriate authorities will be notified and an appropriate contractor(s) will be called to mitigate the hazard. If the hazard is determined to be a product pending delivery, all hazards will be mitigated by the manufacturer prior to delivery to Montebello.

Unacceptable (Executive staff review required): An undesirable risk will be corrected within 24 hours after discovery of the hazard. Once learning of the hazard, the Transit Operations Supervisor will report the incident to the Interdepartmental Safety Committee for mitigation. As soon as it is determined to be unacceptable, all individuals will be removed from the immediate area, any on/off switches will be activated to off, appropriate authorities will be notified and an appropriate contractor(s) will be called to mitigate the hazard. If the hazard is determined to be

in a product pending delivery, all hazards will be mitigated by the manufacturer prior to delivery to Montebello.

Acceptable with Review by Executive Staff: An “Acceptable with Review” risk will be reviewed within 24 hours after discovery and a complete report will be prepared for the Transit Operations Supervisor and Interdepartmental Safety Committee by the appropriate supervisor and manager. The condition will be monitored at least once weekly and any changes will be reported to the Transit Operations Supervisor and Interdepartmental Safety Committee. The Transit Operations Supervisor and/or Interdepartmental Safety Committee shall determine resolution, if appropriate.

Acceptable without Review: An “Acceptable without Review” risk will be reviewed within 24 hours after discovery and a complete report will be prepared for the Transit Operations Supervisor and Department Safety Committee by the appropriate supervisor or manager. The condition will be monitored at least once weekly and any changes will be reported to the Transit Operations Supervisor and/or Interdepartmental Safety Committee.

4.1. Design for Minimum Risk

Provisions are made in all designs for the identification and elimination of hazards through appropriate safety design concepts, such as fail-safe designs and redundancy. If the identified hazards cannot be eliminated, they are controlled through reducing the risk to an acceptable level.

4.2. Use of Safety Devices

Hazards that cannot be eliminated through design selection are reduced to an acceptable level of risk through the use of fixed automatic, or other protective safety design features or devices. The design provides for periodic functional checks of safety devices.

4.3. Use of Warning Devices

Warning devices are used to provide timely detection of a hazard and to generate adequate warning signals. Their application shall be designed to minimize the probability of incorrect reaction to the warning by employees or other individuals.

4.4. Provide Special Procedures

Where it is impossible to eliminate or adequately control hazards through design, safety devices or use of warning devices, procedures and training are used to control the hazard. Precautionary notation is standardized and safety critical tasks require certification through completion of MBL approved training courses.

When the Transit Operations Supervisor, divisional managers, and appropriate supervisors have reached agreement on any proposed modification to the MSSP, the Transportation Director may accept, modify or reject the recommendation. If modified or rejected, the

managers and Transit Operations Supervisor must meet for further review and to propose another recommendation to the Transit Operations Manager. The Transit Operations Manager will review and send the modified recommendations to the Transportation Director. Upon final approval of the Transportation Director, the resolution is placed into the hands of the responsibly division managers for implementation.

4.5. Follow-up

Follow-up of implemented resolutions is the responsibility of the Transit Operations Supervisor and appropriate divisional supervisors. The two primary methods that are used are Statistical Analyses and Audits.

4.6. Statistical Analyses

Careful review of safety data, such as accident reports, claims, customer complaints, etc., should continue for an acceptable time period after the implementation of a risk resolution. Comparison of “before and after” statistics can also provide confirmation.

4.7. Audits

Audit of the implementation resolution can be performed in a variety of ways, from including selective interviewing of involved parties, surveillance, blind studies, and use of inspectors. If the resolution is not fulfilling the original objectives, or if implementation is inadequate, the division managers and Transit Operations Supervisor are required to take appropriate action to develop a new approach to reducing the risk.

If the hazard is not being resolved in a timely manner, the Manager of the affected division must consult with the Transit Operations Supervisor to develop a more effective remedy for the risk.

If it is determined that it is impossible or highly impractical to eliminate the hazard, other actions may be taken to reduce the risk to the lowest level practical. These may include notifying employees about the hazard; installing warning devices, enclosures, shields, guards; or implementing special procedures.

If the manager decides that the risk is unacceptable, they will develop a proposed risk resolution. This may include modifications related to equipment, rules procedures, employee training, bus stop location, route selection, schedules, traffic flow patterns, traffic control devices, signal timings, road design, striping, etc. Field tests are conducted, as necessary and proposed modifications should be evaluated for their potential impact on the safety of all affected systems, including other modes of transportation.

If correction of the hazard falls in another division’s area of responsibility, the manager who submitted the request for action will receive update(s) of the final corrective action from the Transit Operations Supervisor.

The Transit Operations Supervisor is responsible for tracking progress made toward implementation of the corrective action. The division charged with developing and implementing corrective action should keep the Transit Operations Supervisor informed as to progress.

4.7.1. General Responsibilities of Divisions

A division's manager's responsibilities following the implementation of risk mitigation measures include, but are not limited to the following:

1. Resolve hazards reported or identified through inspections, analyses, accident investigations, etc., as specified in the MSSP.
2. Follow-up to ensure corrective actions are completed in a timely manner.
3. Report to the proper division any deviations from corrective action completion schedules.
4. Inform employees of action(s) taken or planned.

4.7.2 Internal Safety Audit Process

The Internal Safety Audit is intended to ensure that all organizational elements, operating procedures and functions perform as planned by Montebello Bus Lines. The Internal Safety Audit process is conducted on an annual basis and with the cooperation of all management employees. In addition, the Internal Safety Audit provides a way for the safety unit to document Montebello's success with fulfilling their MSSP responsibilities as well as a means for senior management to self-correct safety deficiencies.

The Internal Safety Audit functions are:

1. Activities for ensuring adequate on-the-job safety surveillance during system maintenance, operation, and modification
2. Determine compliance with management safety policies as contained in the MSSP and with operating rules, regulations, standards, and procedures
3. Recommend specific corrective action plans to eliminate or minimize any deviation from compliance

4.7.3 Audit Responsibility

The Transit Operations Supervisor is responsible for all MSSP Internal Safety Audits, to be conducted annually or when a safety deficiency is discovered. The Transit Operations Supervisor will work with divisional managers to ensure that the Internal Safety Audit is completed annually. The Transit Operations Supervisor maintains the necessary independent nature required for the audit process, and is primarily involved with implementation of the audit items. All divisions are required to cooperate with the audit.

4.7.4 Audit Reporting

The Transit Operations Supervisor will provide copies of audit reports to the Transit Administrative Manager who then reports the findings to the Transportation Director. The audit reporting will include audits of equipment, procedures, reporting and data.

Prior to the audit being administered, all divisions will be made aware of the audit dates and location to ensure the full support and participation of each division. Nevertheless, the audit process will utilize the tool of unannounced inspections and random audits when deemed necessary by the Transit Operations Supervisor and Transit Administration Manager.

The final Internal Safety Audit Report will provide findings, conclusions, recommendations and action plans approved by the Director of Transportation. The appropriate manager will receive the final Safety Audit Report and be given ample opportunity to meet their specific action plan.

The Safety Committee may be informed of the results and future follow-up action. In certain circumstances, the committee may be involved in the review of the action plan and corrective measures.

4.7.5 Audit Objectives and Techniques

The objectives of the Internal Audit include:

1. Verify safety, training, security program development/implementation in accordance with the Montebello System Safety Program
2. Assess the effectiveness of safety, training, and security programs
3. Identify program deficiencies
4. Identify potential risks and weaknesses with MBL's safety, training, and security programs
5. Verify prior corrective action identified in previous safety audits for closure
6. Provide management with written assessment of status and adequacy of the MSSP
7. Assure continuing evaluation of safety-related programs, issues, awareness and reporting

Audit areas:

1. Staff responsibilities
2. Planning
3. Scheduling of inspections completion of checklists
4. Performance of all functions
5. Notifications per the MSSP
6. Reporting per the MSSP
7. Corrective action plans
8. Closeout of findings

The Transit Operations Supervisor will have access to all records and reports relating to the MSSP Audit process. The Audit will include an examination of all documentation, including trend analysis prepared, since the last Audit. Safety data and information will be reviewed and compared to prior year data. Equipment, facilities, checklists and other forms will be observed and reviewed. Interviews will also be held with relevant safety personnel. Recommendations for corrective actions may be made as a result of the Audit.

4.7.6 Scope of Audit

Audit reviews are targeted to areas of concern discovered perhaps in data analysis or as a result of an unforeseen event. Review of employee files reveal training needs and documentation completeness, and allow for a more thorough training effort. System documentation is also reviewed.

Tools for use during a standard review and audit will include, but are not limited to the items below:

1. Facility Inspections
2. Maintenance audits and inspections
3. Policies and Procedures review
4. Training and Certification
5. Emergency response planning, coordination and training
6. System modification review and approval process
7. Safety data acquisition and analysis
8. Interdepartmental and interagency coordination
9. Configuration Management
10. Employee Safety Programs
11. Hazardous materials Programs
12. Drug and Alcohol Abuse Programs
13. Alternative fuels: Safety and Training Elements
14. Management of passenger facilities (bus stops and transit centers)
15. Procurement policies
16. Bus System Security

An audit list will be developed in advance, including checklists that address both quantitative and qualitative aspects of performance. Divisions will be provided time to produce documentation related to checklist terms.

4.7.7 Follow-Up & Action Plans

After the divisional managers review the final audit report the Transit Operations Supervisor will monitor their follow-up efforts and implementation status. Each division is responsible for implementing its respective approved recommendations and action plans. Any division that encounters a problem in completing implementation with the established time frame is to inform the Transit Operations Supervisor or Transit Operations Manager. The Transit Operations Supervisor will then work with the manager to develop an action plan to resolve implementation problems.

4.7.8 External Safety Audits

External audits may sometimes be required by local, state, and federal agencies. The Transit Operations Supervisor or the Transit Administrative Manager will coordinate the scheduling of such audits.

Section 6. Safety Assurance

MBL is firmly committed to maintaining a safe and healthful working environment. MBL performs various activities to monitor MBLs system for compliance with, and sufficiency of, its procedures for operations and maintenance; along with identifying any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. MBL also conducts investigations of safety events, including the identification of casual factors; and it monitors all information submitted through the employee safety reporting program.

1. Monitor for Compliance with Procedures for Operations and Maintenance

1.1. Drug & Alcohol Abuse Program

Montebello has a strong commitment to all employees to establish programs promoting high standards or responsibility to the public and reliable performance. This policy was established and adopted by the City Council of the City of Montebello effective November14th, 2012 and was revised July 11th, 2018. The administration and program requirements for this policy are handled by Drug and Alcohol Program Manager D.A.P.M. (Operations Manager, or designee).

The Alcohol & Drug Policy of Montebello Bus Lines has been prepared and implemented to ensure:

1. Employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
2. Creation of a workplace environment free from adverse effects of drug and alcohol abuse or misuse.
3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
4. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency; adversely affect their ability to perform their assigned duties.

1.2 Operator Inspections

All bus operators, supervisors, maintenance employees are required to perform a pre-trip inspection to ensure the vehicle is safe for revenue service or non-revenue service operation on public roads. The employee completes and signs a Daily Inspection Report during the routine pre-trip inspection. The report is signed with the report left in the bus for the next employee and then turned into Dispatch at the end of the day.

1.3 Scheduled Maintenance and Daily Servicing and Inspections

The Vehicle Equipment Service Workers of the division inspect and service every bus/van used in revenue service each day. The vehicles are fueled, washed, interior cleaned, all fluids and tires are checked and the vehicle is inspected for any leaks or unusual noises. If defects are

identified, a Daily Driver's Report (DDR) is completed and submitted to a Vehicle Maintenance Supervisor. If service is required, the vehicle is taken out of revenue service until repairs are completed.

1.4 Preventive Maintenance Inspections

As an integral portion of the Preventive Maintenance (PM) Program, detailed inspections of all safety related items are conducted when a vehicle is serviced. The program involves performing inspections, and maintenance procedures on regularly scheduled mileage parameters. The actual mileage parameters are determined based on an evaluation of manufacturers' recommendations and operational needs/experience. Each series or type of revenue vehicle has its own specific task list and schedule. Other schedules vary depending on the vehicle type.

2. Monitoring Safety Risk Mitigations

The purpose of this section is to employ a formal process that will review the safety and effectiveness of new equipment and/or modification to present equipment before introduction to the workplace. In addition, the process will include the review of new facilities or design changes to present amenities. MBL has decided to take a liberal view in the interpretation of this process to assure balance between our high safety standards and responsiveness in meeting our public service goals.

When necessary, such as to update Plans and Policies, MBL hires consultants with specific areas of expertise in safety, hazardous materials handling and hazardous condition mitigation. MBL also stays abreast of industry safety issues and mitigations through membership in several organizations including the American Public Transit Association (APTA), CalACT, and other specific trade organizations.

2.1. System Modification

The system will be evaluated no less than quarterly at the Safety Committee meetings or by the Transit Operations Supervisor. Issues that have been raised since the last Committee meeting will be addressed and modifications will occur as are appropriate.

If issues are raised at regular manager's meetings, special Safety Committee Meetings will be called to address any critical safety issues. The Transit Operations Supervisor will work with the Transit Administration Manager to update the Director of Transportation on all safety issues.

2.1.1. Safety Design Review

Safety reviews will be held with participation of all managers to ensure that proposed designs comply with safety requirements. Consideration will be given to such areas as:

1. System interactions
2. Human factors

3. Environmental parameters
4. Isolation of energy sources
5. Materials compatibility
6. Use and long-term storage of critical materials
7. Emergency responses, egress and rescue paths
8. Fire sources and protection
9. Equipment layout
10. Lighting requirements
11. Operational requirements
12. Maintenance requirements
13. Document control
14. Data entry

2.1.2. Approval Process

Managers must first approve all system modifications and designs. Final approval by the Director of Transportation will occur at special meetings held to address critical safety issues or as necessary with the Transit Operations Supervisor and Transit Administration Manager. The Transit Operations Supervisor is responsible for making and distributing all modifications to the systems and program.

When necessary, such as to update Plans and Policies, MBL hires consultants with specific areas of expertise in safety, hazardous materials handling and hazardous condition mitigation. MBL also stays abreast of industry safety issues and mitigations through membership in several organizations including the American Public Transit Association (APTA), California Transit Association (CTA), CalACT, and other specific trade organizations.

2.2 Audits

Internal and external audits as referenced in Section 5. Safety Risk Assessment.

2.3 Operational Safety

All accidents and incidents are documented, investigated, and reviewed. MBL uses a team concept to avoid accidents/incidents with all Transit Supervisors sharing the responsibility of safety. Accidents/incidents are entered into a database system and reviewed for trends and appropriate measures to reduce or eliminate the occurrence. Any modifications to the system require review and consider Hazard Resolution, Configuration Management and the System Modification review process.

2.4 Accident Review Committee

Meets as necessary to review employee's traffic accidents, employee and public injuries.

2.5 Safety Committee

Meets once per month to discuss, review and recommend changes relating to safety and security issues and concerns.

2.6 Safety Design Reviews

Transit supervisors and instructors under the direction of the Transit Operations Manager will conduct safe driving reviews for the Operations Division. Likewise, maintenance supervisors and instructors under the direction of the Vehicle Maintenance Manager will conduct safety reviews for the maintenance division.

The Transit Operations Supervisor and Safety Committee members will conduct facility inspections as required by the department's Injury Illness Prevention Program. In addition, the Transit Operations Supervisor will be informed by both managers of any changes to safety policy/procedures, or modifications to designs relating to safety requirements. Considerations will be given to such items as:

1. System interactions
2. Human factors
3. Environment parameters
4. Isolation of energy sources
5. Materials compatibility
6. Use and long-term storage of critical materials
7. Emergency responses, including emergency egress and rescue paths
8. Fire sources and protection
9. Equipment layout
10. Lighting requirements
11. Operational requirements
12. Maintenance requirements

The appropriate divisional manager must send written notification of safety changes to the Transit Operations Supervisor. It is advised that prior notification be sent to the Transit Operations Supervisor to allow time for hazard assessment of any change. It is recognized that prior notification may be difficult due to the nature of the situation or task at hand.

3. Safety Event Investigations

3.1. Accident/Incident Reporting and Investigation

All accidents and injuries must be reported immediately. MBL identifies, documents and addresses casual factors, including latent organizational factors that may have contributed to a safety even as outlined within this section.

The Transportation Loss Report is an official document and must be completed carefully and correctly. In the event of an injury, the supervisor must be notified at the time of the accident

and at the supervisor's request, the employee may be sent to the doctor, industrial clinic or hospital. Soon after the accident, the supervisor must document the facts of the event and recommend suitable corrective action to prevent recurrence. The Field Supervisor at the accident scene will proceed with the site investigation. All accident/incident field reports completed by the Field Supervisor will be sent to the Transit Training Supervisor.

3.2. Accident and Incident Criteria

An accident is any injury or damage to any person or property. An incident is any unusual occurrence that occurs on or about the job site to which the employee has knowledge. Minor consequence accidents/incidents are those with no physical injury and no visual damage to City property.

3.3. Non-Vehicular Accidents

All non-vehicular accidents will be reported to the immediate supervisor, who shall then record the accident on a Transportation Loss Report and immediately submit it to the Transit Training Supervisor. The Transit Training Supervisor will record the accident on all necessary department forms and inform the Risk Manager, and Transit Operations Manager.

3.4. Internal Notification

After the initial notification, MBL staff will notify the Transit Training Supervisor, who shall notify the Transit Operations Supervisor. If necessary, the Transit Operations Supervisor will convene a meeting with the appropriate manager, Transit Administration Manager and/or Risk Manager.

The Transit Training Supervisor will make suggestions and follow through to be sure post-accident/incident safety improvement suggestions are implemented. If a failure to implement is noted it will be brought to the attention of the Transit Operations Supervisor, who will investigate and notify the Transit Administration Manager.

3.5. Reporting & Documentation

All accidents/incidents will be reported on agency forms. All accident reports will be retained by the Transit Training Supervisor as directed by Cal-OSHA or any other appropriate governing agency.

The Transit Training Supervisor who will maintain a database of all accidents/ incidents by type of occurrence, locations, employee involved and any other potential trend information regarding the occurrence.

3.6. Follow-up

In order to prevent recurrence of any accident/incident, the Transit Operations Supervisor, working with the Transit Training Supervisor and appropriate supervisor/manager, will ensure that all recommendations for safety improvements will be assigned to appropriate personnel,

tracked, reported and verified. The Transit Operations Supervisor will report follow-up information to the Transit Administration Manager at their regularly scheduled meetings.

3.7. External Notification

The Risk Manager and Director of Human Resources Services are responsible for all external record keeping and reporting that relates to the City and to protect the privacy of each employee.

4. Information Monitoring Reported Internally

4.1. Safety Data and Analysis

Montebello Bus Lines has several mechanisms for the collection of safety related data. Data is gathered from systems and processes such as:

1. Workers Compensations Forms
2. Transportation Loss Reports
3. Supervisors Logs
4. Customer Service Database Feedback and Intake
5. TransTrack Input in the Daily Activity Sheet reports and collects safety data in the following areas: incidents, service interruptions, road calls
6. Accident Review

Data from these systems is displayed into the following reporting systems:

7. NTD Safety Reporting module
8. TransTrack Monthly Safety Summary for the quick mitigation or avoidance of emergency hazards.

5. Additional Assurances - Continuous Improvement

5.1. Americans With Disabilities Act Compliance

All MBL revenue vehicles are equipped with wheelchair ramps, or chairlifts in compliance with standards set forth in the Americans with Disabilities Act (ADA). Ramps can be operated with the push of a button or manually. Vehicles with defective wheelchair ramps will not be placed in revenue service unless there are no spare vehicles to replace that vehicle.

Employees verify proper wheelchair ramp operation prior to leaving the city yard. All Bus Operators and appropriate personnel are required, prior to going in service, to check to see whether the wheelchair ramp is functioning, even if they are taking over operation of a bus at some point other than the city yard.

5.2. Facility Inspection

Montebello Bus Lines places the highest importance on the care and maintenance of MBL vehicles and facilities. Facility inspections are conducted by the Facilities staff person, Safety

Committee, and by MBL's Incentive Taskforce to identify unsafe or unhealthy conditions, determine if mitigation is required. The Maintenance Division conducts its own semi-monthly inspections on Montebello Transportation Facility and Corporate Yard to identify unsafe or unhealthy conditions. Site maps facilitate the inspection process. They show the location of safety equipment, entrances and exits.

5.2.1. Standards and Purposes

5.2.1.1. Hazard Resolution

The primary purpose of inspecting facilities is to identify conditions, which could lead to accidents or other losses. Facility hazards identified through inspections are to undergo the Hazard Identification and Resolution process.

5.2.1.2. Safety Manual

All maintenance employees have access to maintenance manuals applicable to all jobs they are assigned and perform. Through these manuals, employees are instructed on proper maintenance practices of facilities and equipment. In addition, maintenance manual excerpts are distributed and explained at Tailgate meetings, training sessions, and by written notification.

These manuals address the following safety concerns: personal injury, hazardous materials handling, personal protective equipment, housekeeping, tools, fire prevention, electrical safety, battery handling and disposal, welding, steam cleaning, painting, road calls and material handling; however, they are not limited to these areas.

5.2.2. Inspection Program

5.2.2.1. Equipment Maintenance Division

The Maintenance Division is part of the Safety Committee, which is comprised of Administrative, Operations, and Maintenance employees. The Safety Committee meets to inspect unsafe storage of equipment and unreported hazards. The Safety Committee also conducts inspections of maintenance bays and maintenance facilities to provide recommendations for identifying hazards and preventing accidents.

The Maintenance Division is responsible for addressing environmental issues including those related to hazardous materials. This includes coordination of hazardous material removal, interface with contractors for coordination of hazardous material removal. The Maintenance division is responsible for environmental issues, securing environmental permits and maintaining necessary documentation of such programs (i.e. Storm Water Program).

5.2.2.2. Transportation Department Facility

The facility staff person inspects the Transportation Department area monthly. All pieces of equipment, which need to be routinely inspected, are input into Transit Asset Management System (TAMS) database maintained by the Transportation Department. Inspections of

equipment are done according to manufacturer recommendations and/or industry standards by Facility staff. Facilities and equipment are also inspected as results of accidents, employee complaints, or hazard reports.

5.2.2.3. Frequency

Inspections of various pieces of equipment are performed on a monthly schedule based upon regulatory requirements, manufacturer and/or industry recommendations for MBL building facilities.

The MBL maintenance division prepares a monthly list of equipment, which needs to be checked by the Facility staff person based upon legal regulations, manufacturer and/or industry recommendations. The Facility staff person is responsible for checking fire extinguishers and related equipment. Safety equipment such as a sprinkler system, fire and security alarms are also checked on routine schedules by a certified vendor for safety warning systems.

Reports of hazards and inoperative equipment generate specific, prioritized work orders. Safety-related items are always top priority for MBL.

5.2.2.4. First Aid

First-Aid supplies are maintained in MBL building facilities. Cabinets containing first aid supplies are located in the Maintenance shop floor area (ground floor), Administrative Employee Lounge (second floor at Transportation building), and Dispatch Center (first floor at Transportation building). The Corporate Yard warehouse personnel ensure that supplies are checked for stock and replenished, if needed, on a monthly schedule.

MBL supervisors are trained to follow specific procedures in cases of employee injuries. Depending on the nature of the injury, the division supervisor may either allow the employee to return to work after first aid has been administered or have an employee transported to a medical facility. Division supervisors may also refer an employee to the Company's nurse for evaluation. (IIPP)

5.2.2.5. Reporting

Inspection results and recommendations will be brought to the Vehicle Maintenance Manager, Transit Operations Supervisor, and/or Safety Committee for review.

5.2.2.6. Follow-up & Correction of Defects

The Facility Maintenance person is responsible for hazard identification and correction of safety concerns. Defects and/or hazards are addressed in the following manner:

1. Defect cards used by operators or other end-users to identify safety concerns
2. Service interruptions such as road-calls
3. Preventative maintenance scheduled programs
4. Employee Incentive programs that perform facility inspections
5. Maintenance inspections

Section 7. Safety Promotion

1. Safety Training and Certification of Safety Sensitive Employees

All classroom training of safety sensitive employees is performed by staff instructors certified by the Transportation Safety Institute (TSI). All new operators training consists of no less than forty (40) hours of classroom. Classroom consist of TSI courses “Bus Maneuvering and Defensive Driving,” “Emergency and Accident Handling Procedures,” and “Customer Relations.” These courses are supplemented with other courses that have been incorporated into the training as contained in the Instructor's Manual. The operators then start behind the wheel training for no less than forty (40) hours before final testing. All new operators are trained on all transit vehicles which they will be expected to operate. All bus operator-training records are kept on file in the Transit Training Supervisor files. Maintenance division staff training records are maintained in the Maintenance Division files.

The Bus Operators are cross training, on route, with line instructors, who grade their performance on the “rating sheet,” which is reviewed by the Transit Operations Supervisor. The total time from classroom to line operation is approximately 6-7 weeks. All hours are documented for use on the “Verification of Transit Training” form (DL260).

The Transit Operation Supervisor, Transit Dispatch Supervisor or designee and the Transit Operation Safety Supervisor will coordinate with transportation and maintenance training instructors in formulating and refining training programs.

Safety is an ongoing training that is accomplished at monthly safety meetings, tailgate meetings, special presentations or classes, publications, newsletters, and at work locations, to instruct employees on methods to prevent traffic, customer, and employee accidents. All training on new agency vehicles is documented and filed. Transit Dispatch Supervisor receives a list of those operators qualified to operate new equipment.

2. Newsletters/ Memo

Newsletters are distributed to all staff via employee mailboxes and email once per quarter.

3. Safety Awards

Individual and group safety awards are used to recognize safe practice in accordance with the Montebello Bus Lines System Safety Program. Safe Driving Awards recognize individual yearly miles driven free of accidents by transit employees. The Transit Operations Supervisor is the contact person for the following safety programs:

3.1. Six Month Safety Incentive Program
3.2. Team Incentive for Safe Driving
3.3. Individual Award for Safe Driving
3.4. Annual Safety Award Program
3.5. Safety Award Banquet
3.6. Bus Rodeo

4. Certification/Audits

4.1. California Highway Patrol (CHP) - Annual terminal inspections consisting of Maintenance records, random inspections of vehicles, driver's records, training records, work schedules, and Pull Notice Program.
4.2. Department of Motor Vehicles (DMV) - Annual inspections of pre-trip, skills, and road test, driver's records, and verify hours on Verification of Transit Training (VTT) forms.
4.3. Verification of Transit Training (VTT) - All operators are required to possess a VTT. Transit Training Supervisor documents all hours of training (classroom, behind-the-wheel, in-service). Each operator must have no less than eight (8) hours of training annually.
4.4. Department of Transportation (DOT) - All Bus Operators and Maintenance personnel are required driving certification through the Transportation Safety Institute (TSI)

The Transit Operations Supervisor will audit all training and certifications on an annual basis as part of the Internal Audit.

Section 8. Additional Policies

1. Interdepartmental/Interagency Coordination

As shown in the Montebello Bus Lines Injury & Illness Prevention Program consistent with Cal/OSHA regulations, the Director of Transportation, Transit Administration Manager, Transit Operations Manager, Vehicle Maintenance Manager, and Transit Operations Supervisor are listed as responsible parties. They are responsible for all emergency communications within and outside MBL in the case of an emergency.

A Shop Supervisor serves as the Hazardous Material/Waste Handler Coordinator and is responsible for all emergency and routine hazardous/waste communications within and outside of MBL. The Material/Waste Handler Coordinator will maintain a constant line of communications with the Hazardous Material/Waste Administrators to assure a safe work environment.

The Transit Operations Supervisor and Vehicle Maintenance Manager serve as the Hazardous Material/Waste Administrators for the Department. The Hazardous Coordinator reports directly to the Vehicle Maintenance Manager to resolve all Hazardous waste problems or concerns. The Transit Operations Supervisor will serve as a liaison between the Maintenance division and the Senior Management and Director.

1.1. Agencies with whom MBL has Regular Communication

MBL is a key player in the area of Disaster Preparedness and meets regularly with the Emergency Manager of the City of Montebello and surrounding communities. MBL has also obtained federal grant funding to electronically link communications systems of participants in Emergency Managers in the event of an emergency. Ongoing communications also occur with local Waste Management agencies.

2. Configuration Management

The Configuration Management (known as CM) program exists to ensure the safe and continuous operation of MBL facilities. Configuration Management is a process that ensures all MBL property, and facilities, are documented as to configuration, accurately and completely. Any changes to an individual subsystem, must be recorded on drawings and addressed in training courses, maintenance manuals and procedures in a timely and effective manner. The CM program establishes and maintains an inventory of current and historical records for designated systems (e.g., electrical systems) and the relevant configuration control documentation (e.g., drawings). The CM program works in combination with the “System Modification Review and Approval Process” so that system-wide changes can be approved in advance.

The Vehicle Maintenance Manager is responsible for the Configuration Management program at all MBL facilities, stations/bus stops, and amenities. The Vehicle Maintenance Manager has the primary responsibility to ensure that all phases of the CM program are in compliance with MSSP's requirements and principles. Likewise, the Transit Operations Supervisor is responsible for maintaining the overall integrity of the CM process by coordinating with the appropriate Manager, Vehicle Maintenance Manager, and Safety Committee.

The Configuration Management process is clearly detailed in the accompanying CM Standard Operating Procedure. Moreover, MBL's intent is for the Configuration Management program to work in support of the "System Modification Review and Approval Process" so that system-wide changes can be anticipated and approved in a timely manner. More importantly, a dynamic and consistent Configuration Management program will protect MBL property and lives.

3. Hazardous Material Program

The system-wide procedures relating to hazardous materials maintenance and spill control can be found in the MBL's Facility Spill Prevention Control and Containment Measure Plan (SPCC). The SPCC is an engineering and management strategy to prevent the Corporate Yard facility from discharging oil and impacting the quality of surface and/or ground waters. Any owner or operator of a facility with an above ground storage tank capacity of more than 1,320 gallons is required to draft such a plan.

The Vehicle Maintenance Division Prevention Plan that contains detailed descriptions of the hazardous materials containment and spill prevention measures are in place at the Transportation Department's maintenance facility.

All MBL activities must comply with applicable federal, state and local environmental protection laws. Procedures have been established to control hazards associated with procurement, storage, transfer, use, and disposal of hazardous substances.

3.1. Disclosure Information

At MBL the materials that are common to the transit industry, such as motor oil, transmission fluid, diesel fuel, antifreeze and other chemicals used in maintaining vehicles and facilities can be found. At the request of the Montebello Fire Department, the Vehicle Maintenance Manager provides to them a Hazardous Materials Disclosure List. These books contain a comprehensive list of all hazardous materials at the Corporate Yard.

The Hazardous Materials Disclosure also contains a site map of the Corporate Yard including the locations of storm drains and underground storage tanks.

Copies of the MBL Spill Prevention Control and Countermeasure Plan and Montebello Fire Department Hazardous Materials Disclosure Program can be easily accessed upon request to Vehicle Maintenance Manager or assigned staff.

3.2. Hazardous Materials Safety Training

Each manager or supervisor is responsible for assuring that efforts are made to protect the safety of employees and the local environment. Employee training meetings are conducted annually, to assure understanding of each employee's responsibilities with respect to hazardous materials containment and spill prevention policies. These meetings include a review of known spill events or failures, malfunctioning components and recently developed precautionary measures.

Personnel who are responsible for spill clean-up measures are trained in the use of spill clean-up materials. In addition, they are taught safety precautions, side effects of the chemicals, with which they are working, and possible chemical reactions. Spill response annual awareness is conducted to motivate employees to be alert to the possibility of spills and their prevention.

The Vehicle Maintenance Manager and/or his staff maintain all hazardous materials training records including Safety Data Sheets (SDS).

3.3. Storm Water Pollution Prevention Plan

MBL maintains a Storm Water Pollution Prevention Plan, which was prepared to reduce, to the maximum extent practical, the potential impact to storm water runoff of pollutants generated from specific activities performed at the Corporate Yard.

4. Drug & Alcohol Abuse Program

The Alcohol & Drug Policy of Montebello Bus Lines has been prepared and implemented to ensure:

1. Employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
2. Creation of a workplace environment free from adverse effects of drug and alcohol abuse or misuse.
3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
4. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency; adversely affect their ability to perform their assigned duties.

Montebello has a strong commitment to all employees to establish programs promoting high standards or responsibility to the public and reliable performance. This policy was established and adopted by the City Council of the City of Montebello effective November, 2012 and revised July 11th, 2018. The administration and program requirements for this policy are handled by Drug and Alcohol Program Manager D.A.P.M. (Operations Manager, or designee). For reference a copy of the complete policy is attached.

5. Contractor Safety Coordination

The Senior Management Analyst Procurement and Vehicle Maintenance Manager have specific and related responsibilities for coordinating contractor safety. In addition, the Transit Operations Supervisor has related supportive responsibilities in assisting the managers above with managing contractor safety.

The Vehicle Maintenance Manager coordinates the safety aspects including design for all MBL vehicles with all affected divisions. The Vehicle Manager coordinates all vehicles and vehicle support equipment warranty work with contractors.

The Vehicle Maintenance Manager coordinates the safety aspects including design for all facilities and facility support equipment and mechanical systems. Facilities include all buildings, bus shelters, bus stops, electrical, air conditioning, plumbing and landscaping. The Vehicle Maintenance Manager oversees contractor warranty work related for all transportation facilities.

The Vehicle Maintenance Manager is responsible for the supervision of contractor activities to ensure adherence to safety rules, procedures and regulations. Both the Vehicle Maintenance Manager and the Transit Operations Supervisor are responsible for providing on-site safety information to all contractors brought on-site. Before bringing an outside contractor on-site, the manager in-charge (or Project Manager) will notify the Vehicle Maintenance Manager and Transit Operations Supervisor of the contractor's scope of work and completion date of work. The contractor will also be provided with the emergency phone number list for any accidents, incidents or issues encountered on-site during other than standard office hours. Dependent upon the safety-sensitive nature of the contractor's work on-site, the contractor will be required to certify availability of safety information and compliance with all safety regulations and a certificate of liability insurance.

Contractors must meet all applicable Federal, State and City regulations, as well as Transportation Department requirements, related to the safety of MBL employees, property, and the public. Responsibilities include: Drug & Alcohol Prevention/Testing, Cal-OSHA Injury & Illness Prevention Program, hiring criteria, training, procurement, maintenance, safety inspections, and accident reporting are detailed here.

Construction contractors are required to safeguard workers, employees, and the public. Contractors will submit a safety plan, manuals, etc., to the Project Manager. Meetings and walk arounds are conducted to establish guidelines for safe-work activity by either the Project Manager or Vehicle Maintenance Manager.

The Project Manager with control over contractors are required to ensure that contractors:

1. Meet Federal, State, City of Montebello requirements - Injury & Illness Prevention Program
2. Meet MBL safety requirements prior to commencing work- Security Plan

3. Wear appropriate safety equipment and adhere to facility speed limits and other yard safety rules
4. Coordinate activities with the Transit Operations Supervisor and appropriate MBL personnel and inform these personnel whenever deviations from established safety-related rules, procedures or policies occur are needed

6. Procurement

MBL procurement policies are contained in two documents. For purchases made with Federal monies, proper requirements are set forth in the MBL Policies and Procedures Supplement. If a procurement will be funded exclusively with local transit funds, the requirements for such purchases are set forth in the City of Montebello's Purchasing Policy. (FTA: Procurement Manual)

The procurement processes for purchases with Federal and local funds set forth procedures to ensure that the Transportation Department receives the most competitive price while maintaining the highest quality product and service for the funds expended.

For full descriptions of procurement standards for MBL, please refer to MBL Procurement Policies and Procedures Supplement and MBL Purchasing Manual, which are attached in the appendix to this report.

6.1 New Systems/New Equipment

Procurement of new systems such as facilities, equipment and vehicles will include safety requirements in specifications, design reviews, testing and configuration control. All prospective equipment acquisitions are reviewed by the Transit Operations Supervisor, Vehicle Maintenance Manager, appropriate manager, and Transportation Director, for adhere to Federal Transit Administration (FTA) priorities where applicable.

6.2 Specifications

Basic safety and user requirements will be included in procurement specifications and coordinated with all operational offices, including safety, which have interfaces with the procured facility, hardware, or system. Consideration will be given to the following safety requirements:

1. Compatibility with the safety features, design and procedures of the existing MBL system.
2. Incorporation of "Fail-safe" principles when failures would cause a catastrophe resulting in injury to personnel, damage to equipment or inadvertent operation of critical systems.
3. Avoidance, elimination or reduction of identified safety hazards by design change, safety devices and parts or materials selection. Composition of hydraulic fluids, lubricants and other materials shall provide optimum safety characteristics and fire-resistant properties.

4. Location of equipment components so that access by personnel during operation, maintenance, repair or adjustment activities shall not require exposure to hazards such as electrical shocks, burns, cutting wedge, sharp points or dangerous or toxic materials.
5. Design to minimize severe damage to equipment or injury to personnel in the event of an accident.
6. Avoidance of undue exposure to physiological stresses which might cause errors leading to an accident.
7. Provision of suitable warning and cautionary notes in instruction for operation, assembly, maintenance and repair, and distinctive markings for personnel protection on hazardous components, equipment, and facilities

Specifications will include the requirements that contractors who provide systems, subsystems or equipment that affect safe transit operations or passenger/employee safety, establish and maintain a system safety program in accordance with an approved system safety program plan which defines objectives, tasks, procedures, schedules and data submittals for the safety activities that will be performed by the contractor.

6.3 Safety Design Review

Transit supervisors and instructors under the direction of the Transit Operations Manager will conduct safe driving reviews for the Operations Division. Likewise, maintenance supervisors and instructors under the direction of the Vehicle Maintenance Manager will conduct safety reviews for the maintenance division.

The Transit Operations Supervisor and Safety Committee members will conduct facility inspections as required by the department's Injury Illness Prevention Program. In addition, the Transit Operations Supervisor will be informed by both managers of any changes to safety policy/procedures, or modifications to designs relating to safety requirements. Considerations will be given to such items as:

1. System interactions
2. Human factors
3. Environment parameters
4. Isolation of energy sources
5. Materials compatibility
6. Use and long-term storage of critical materials
7. Emergency responses, including emergency egress and rescue paths
8. Fire sources and protection
9. Equipment layout
10. Lighting requirements
11. Operational requirements
12. Maintenance requirements

The appropriate divisional manager must send written notification of safety changes to the Transit Operations Supervisor. It is advised that prior notification be sent to the Transit

Operations Supervisor to allow time for hazard assessment of any change. It is recognized that prior notification may be difficult due to the nature of the situation or task at hand.

7. Alternative Fuels

MBL is maintaining three electric, thirty-six hybrid and twenty-seven CNG (Compress Natural Gas) buses. The Hybrid buses were purchase in 2005, 2008, and 2009, fueled by gasoline, and equipped with a generator capable of delivering 750 DC voltage. The voltage supplies power to the various components, such as the air conditioning system provides cooling for the passengers and the electric motors, which propel the bus. MBL's Maintenance Division has established a variety of safety practices that are designed to ensure the state of good repair of the equipment and maintain the original vehicle's specifications. The CNG buses were purchase in 2010, 2011, 2013, 2016, and 2018. The CNG gas provides the fuel necessary to run the engine, and can be pressurized with up to CNG 4,000 PSI.

Procedures to follow during an actual major emergency involving the electric, hybrid, and CNG bus include the following:

Maintenance employees receive training on new equipment, which includes: safety precautions on high voltage handling, safety training on the new equipment, fuel handling, maintenance on the various component, and preventive maintenance.

Training provided is coordinated and conducted by the manufacturer of the new equipment, and comprehensive training information is included and given to all persons participating in the training. The employees will receive additional training through the Southern California Regional Transit Training Consortium (SCRTTC). The training consists of additional training, updates, and train-the-trainer as needed.

Note: MBL does not operate any other on-road alternative fueled vehicles, including, but not limited to, liquid natural gas, propane, or methanol.).

8. Management of the Operation Environment of Customer Facilities

This section is intended to incorporate management plans for the safe operating environment of the facilities that MBL buses and customers encounter. Currently, those facilities include MBL bus stops, shelters, Pico Rivera terminal, and the Montebello/Commerce Transit Center. These safety programs focus on compliance with the Americans with Disabilities Act, and Public Works directives of local jurisdictions, along with considerations towards signage, location, security, lighting, trash receptacles, schedule information and other patron amenities.

Bus stop amenities were designed and are placed in compliance with the Americans with Disabilities Act, and to serve our customers. Safety considerations are paramount in bus stop placement, as indicated by our Bus Stop Improvement Plan that maintains MBL's highest standards.

8.1. Hazard Identification

Transit Dispatch Supervisors, Bus Operators, Transit Operations Supervisor, Transit Training Supervisor, Maintenance Supervisors, and other Transportation Department employees are responsible to inform the Shop Maintenance Supervisor, Transit Operation Supervisor, or Transit Operations Supervisor of any hazards or necessary stop modifications once problems are detected. Additionally, Customer Service staff notifies the Management Analyst in charge of bus stops of any calls from the public, which indicate hazardous stop conditions.

MBL personnel inspect stops upon receiving a complaint regarding a safety warning at a particular stop. Operations personnel will annually inspect all stops within the City of Montebello and all stops served by MBL outside of the City. A Transit Dispatch Supervisor will determine whether possible safety issues exist, or if improvements to stop amenities can be provided to a certain location, or in the extreme case, a current stop becomes unsafe, and must be relocated or removed.

If operational hazards are identified, various courses of remedial action may be available. These include altering the route so buses and customers are not exposed to hazards; working with appropriate government transportation and planning departments to affect physical modifications or changes in traffic controls; modifying bus equipment; training Bus Operators in preventive actions necessitated by specific conditions; providing on-going notification to Bus Operators assigned to bus lines exposed to the conditions, and educating the general public and/or MBL customer about the issue.

Various divisions are involved in evaluating and planning the operating environment and passenger facilities. All employees of the MBL Transportation Department are responsible to notify a selected Management Analyst or Transit Dispatch Supervisors of any existing or potential hazard at a bus stop location, transit or MBL facility.

8.2. Street Side Factors

MBL staff works with local jurisdictions to determine near-side, far-side or mid-block placement. ADA compliance, traffic determinations and safety concerns will guide whether a bus stop is placed curbside or in a bus turnout.

8.3. Transfers

Transfer locations and Transit Centers are selected to ensure safety in access and visibility of pedestrians. Transfer locations include bus schedule and fare information for all routes converging at transfer locations.

8.4. Maintenance of Bus Stops

Bus stops are maintained per a checklist provided by MBL Maintenance Division. Facilities are checked for hygiene, safety and security issues. Shelters are cleaned, graffiti removed and broken items replaced as appropriate, to ensure a safe and clean environment for customers.

8.5. Service Planning & Scheduling

Transit Operations Supervisor (via Safety Committee) and senior managers should inform the Operations personnel of hazards and system modifications as warranted, so that any necessary planning considerations may be addressed. The Transit Operations Manager [Service Scheduling] is responsible for MBL service planning.

8.6. Planning

The Operation division is responsible for MBL overall service planning. This involves planning transit service at a regional level, which includes service provided by contract operators, as well as coordinating bus/rail interface; plan and schedule feeder lines to Metrolink station, and new service opportunities.

The Operations division is responsible for MBL service scheduling for the entire bus system. Planning activities include conducting site inspections of proposed bus routes, coordinating route test trips, and studying safety implications of scheduling and planning decisions. In addition, they will develop contingency plans for substituting bus service in the event of bus and rail system closure. The Administration Division will ensure that all service plans meet FTA reporting requirements.

9. Security

Montebello Bus Lines provides a proactive, and meaningful prevention-oriented approach to security. MBL's System Security Plan emphasizes the importance of identifying potential threats and areas of vulnerability, developing approaches that will minimize those threats and vulnerabilities while demonstrating a clear and proactive approach to security. However, MBL recognizes that a well-designed and implemented security plan can still be breached. Therefore, provisions that require reactive law enforcement actions for such incidents are in place. MBL's full security planning and implementation procedures can be found in MBL's System Security Plan, incorporated as a supporting document to the MSSP.

Overview of responsible management personnel is listed below:

1. Director of Transportation
2. Transit Administration Manager
3. Transit Operations Manager
4. Vehicle Maintenance Manager
5. Transit Operations Supervisor

6. MBL Transit Police Lieutenant/Liaison

The management group above may serve as the “Emergency Security Team” whenever a security breach is discovered. Security breaches range from all threats of violence, events that impede service, as well as crimes against persons and property. Management roles and responsibilities are clarified in more detail in the MBL’s System Security Plan.

Montebello Bus Lines has a proactive employee security plan. Employees are well trained in their role in implementing the security system. An employee-based security system greatly increases communications and alertness though-out the system. Montebello Bus Lines uses technology to assist in security throughout the facility and all of our transit buses. Security cameras, silent alarm systems, radios, portable telephones, gates, and alarms require the interface with employees. Security minded employees help to identify potential threats and areas of vulnerability. Employees assist in developing approaches that will minimize those threats and vulnerabilities.

Montebello Bus Lines works closely with local and state law enforcement as well as other county agencies. Montebello’s Corporate Yard site is the staging site for the City’s Emergency Operations Center. Montebello will work closely with local authorities to secure and protect citizens and their property. The first task of Montebello Bus Lines is to ensure that all employees are safe and out of harm’s way.

10. External Service Provider

MBL contracts five Metrolink feeder lines known as the Montebello Link to an external service provider (ESP). The Montebello Link is a semi-fixed-route feeder service to and from the Montebello Metrolink Station. This reservation-based service utilizes shuttles that meet each arriving Metrolink train in the morning and takes passengers to their respective work sites. The same shuttle picks up Metrolink passengers from their work sites and drops them off at the Metrolink Station in the afternoon.

MBL contracts its paratransit services, Dial-A-Taxi, for seniors ages 62 and over; as well as qualified disabled persons of any age and their attendant, to an external service provider. Dial-A-Taxi is a demand-responsive transportation service. MBL’s contractor provides transportation within a pre-designated service area and has vehicles equipped with wheelchair lift/ramps. Participants are asked to allow a 30-minute lead-time before pick-up.

MBL shall ensure each of the requirements of 49 C.F.R Part 673 are satisfied through the terms and conditions of its contract, including specific safety roles and responsibilities.

11. MBL Employee Acknowledgement

All employees shall have a copy of this plan and shall sign a receipt for having received such copy.

Section 9. Additional Information

1. MSSP Document Retention

The documents must be maintained for three years after they are created and must be made available upon request by the FTA or other Federal entity, or a State Safety Oversight Agency having jurisdiction.

2. List of Policies

Policy	Revision Date
Accident Review Board Guidelines	**2016**
Accident/Incident Report Kit Information Envelope	**2016**
Bus Operator Incentive Program	**12/24/2002**
Component Replacement	**2016**
Corporate Shop Incentive Program	**11/06/2001**
COVID-19: City Council Approved Actions	**4/29/2020**
Daily Shift Update Reporting	**2016**
Daily Vehicle Inspections	**2016**
Disaster Recovery Plan	**2016**
Facility Power Equipment Preventative Maintenance	**2016**
Injury and Illness Prevention Program	**7/1992**
Maintenance Division - Occupational Injury/Illness Procedures	**7/25/2012**
Major Cleaning	**2016**

MBL On Board Ride Check	**2016**
MBLSSP - Notifications of Incidents & Accidents	**2016**
National Safety Council - A Guide to Determine Motor Vehicle Accident Preventability	**2016**
Post-Accident Training Guidelines	**6/2012**
Preventive Maintenance	**2016**
Procurement Guidelines and Procedures for FTA-Funded Capital Projects	**2020**
Return to Service Visual Inspection	**2016**
Road Calls	**2016**
Service and Cleaning	**2016**
Shop Practices	**2016**
Shop Safety Rules	**2016**
Standards for ADA Services	**2016**
Tire Replacement	**2016**
Vehicle Appearance	**2016**
Vehicle Repairs	**2016**
Warranty	**2016**
Wheelchair Policy for Buses	**8/8/2011**

3. List of Trainings

Training Name	Revision Date
Instructor's Course in Bus Operator Training	**Most Recent Available**

Section 10. Acronyms Used in MSSP

Term/Acronym	Description
APTA	American Public Transit Association
Cal/OSHA	California Occupational Safety and Health Administration
CalACT	California Association for Coordinated Transportation
CalTrans	The State of California, Department of Transportation
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CM	Configuration Management
CNG	Compressed Natural Gas
CTA	California Transit Association
DAT	Montebello Bus Lines Dial-a-Taxi
DDR	Daily Driver's Report
DHA	Detailed Hazard Analysis
DMV	Department of Motor Vehicles
DOT	Department of Transportation
ESP	External Service Provider
FTA	Federal Transit Administration
IIPP	Injury and Illness Prevention Program
LINK	Curb-to-curb service to/ from Montebello Metro Station
LNG	Liquid Natural Gas
MBL	Montebello Bus Lines
MBLSC	Montebello Bus Lines Safety Committee
MSSP	Montebello Bus Lines System Safety Plan
NTD	National Transit Database
OSHA	Occupational Safety and Health Administration
PHA	Preliminary Hazards Analysis
PM	Preventative Maintenance
RVM	Revenue Vehicle Miles
SCAG	Southern California Association of Governments
SCRTTC	South California Regional Transit Training Consortium
SDS	Safety Data Sheet
SHA	Sub-System Hazards Analysis
SPCC	Spill Prevention Control and Containment
TAMS	Transit Asset Management System
TSI	Transit Safety Institute
VTT	Verification of Transit Training

Section 11. Definitions of Terms Used in MSSP

MBL incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

1. **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
2. **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented, throughout the agency's public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.
3. **Chief Safety Officer** is responsible to review, update, revise and republish the MSSP annually. The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency's SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive, in accordance with 49 U.S.C. 5329(d).
4. **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
5. **Event** means any Accident, Incident, or Occurrence.
6. **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
7. **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
8. **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
9. **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

10. **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
11. **Operator of a public transportation system** means a provider of public transportation as defined under 49 U.S.C. 5302.
12. **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
13. **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
14. **Public Transportation Agency Safety Plan** (or Agency Safety Plan) means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
15. **Risk** means the composite of predicted severity and probability of the potential effect of a hazard.
16. **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
17. **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
18. **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
19. **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
20. **Safety performance target** means a performance target related to safety management activities.
21. **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
22. **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
23. **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
24. **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
25. **Transit agency** means an operator of a public transportation system.
26. **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the

purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625

ITEM #30

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. 1495, consisting of 10 pages, and including

Warrant No. 589891 through 590104;
Warrant No. 1470

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 26th DAY OF AUGUST, 2020.

_____
SALVADOR MELENDEZ, Mayor

ATTEST:

_____
IRMA BARAJAS, City Clerk

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
589891	08/06/2020	$698.58	UTILITY SERVICES	1732	AT&T CORP.
589892	08/06/2020	$636.54	UTILITY SERVICES	1732	AT&T CORP.
589893	08/06/2020	$636.54	UTILITY SERVICES	1732	AT&T CORP.
589894	08/06/2020	$698.58	UTILITY SERVICES	1732	AT&T CORP.
589895	08/06/2020	$698.58	UTILITY SERVICES	1732	AT&T CORP.
589896	08/06/2020	$698.58	UTILITY SERVICES	1732	AT&T CORP.
589897	08/06/2020	$660.00	LANDSCAPE MAINTENANCE	11820	ADCO SERVICES, INC.
589898	08/06/2020	$1,947.70	UTILITY SERVICES	38380	AT&T
589899	08/06/2020	$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589900	08/06/2020	$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589901	08/06/2020	$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589902	08/06/2020	$508.00	PAYROLL TAXES	1100	UNITED STATES TREASURY
589903	08/06/2020	$20,856.28	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
589904	08/06/2020	$1,802.38	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589905	08/06/2020	$1,300.99	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589906	08/06/2020	$289.14	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589907	08/06/2020	$34.48	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589908	08/06/2020	$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589909	08/06/2020	$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589910	08/06/2020	$362.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
589911	08/06/2020	$100,771.34	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589912	08/06/2020	$91,213.11	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589913	08/06/2020	$54.25	UTILITY SERVICES	23610	VERIZON WIRELESS
589914	08/06/2020	$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
589915	08/06/2020	$1,175.10	UTILITY SERVICES	23610	VERIZON WIRELESS
589916	08/06/2020	$551.56	UTILITY SERVICES	23610	VERIZON WIRELESS
589917	08/06/2020	$9,636.00	MACHINERY & EQUIPMENTS	2447	AARDVARK
589918	08/06/2020	$6,700.53	UNIFORM EXPENSE	1670	ADAMSON POLICE PRODUCTS
589919	08/06/2020	$106,089.23	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
589920	08/06/2020	$2,802.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
589921	08/06/2020	$3,224.94	SUPPLIES/TRAINING	13240	BANKCARD CENTER
589922	08/06/2020	$51,283.19	WATER SERVICE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
589923	08/06/2020	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
589924	08/06/2020	$2,638.02	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
589925	08/06/2020	$12,773.53	VEHICLE MAINTENANCE/EXPENSES	25660	E-Z GO DIVISION OF TEXTRON
589926	08/06/2020	$2,654.96	SUPPLIES	40930	EASTMONT PAINT & DECORATING
589927	08/06/2020	$16,493.13	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES, INC.
589928	08/06/2020	$30.00	CONTRACT SERVICES	23660	DAIOHS USA
589929	08/06/2020	$1,286.89	PREVENTIVE MAINTENANCE	70140	GNA-BROOK FIRE PROTECTION, INC.
589930	08/06/2020	$4,080.23	VEHICLE MAINTENANCE/EXPENSES	2405	JCB FINANCE
589931	08/06/2020	$460.95	SUPPLIES	1612	JCL TRAFFIC SERVICES
589932	08/06/2020	$8,512.66	MACHINERY & EQUIPMENTS	2152	JOHNSON CONTROLS, INC.
589933	08/06/2020	$879.00	CONTRACT SERVICES	47110	LM SYSTEMS
589934	08/06/2020	$4,190.00	POLICE CITATIONS	692	LOS ANGELES COUNTY SUPERIOR COURT

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589935	08/06/2020	$3,650.00	LANDSCAPE MAINTENANCE	2144	MARIPOSA LANDSCAPES, INC.
589936	08/06/2020	$10,913.00	WASTE REDUCTION/RECYCLING PROGRAM	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
589937	08/06/2020	$1,795.00	MACHINERY & EQUIPMENTS	2936	MICROSURVEY SOFTWARE INC.
589938	08/06/2020	$917.88	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
589939	08/06/2020	$512.62	SUPPLIES	3280	MONTEBELLO CITY TRANSIT
589940	08/06/2020	$321.16	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
589941	08/06/2020	$57,859.75	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
589942	08/06/2020	$11,133.89	CONTRACT SERVICES	2481	NORTH STAR LAND CARE
589943	08/06/2020	$81.01	SUPPLIES	15620	OFFICE DEPOT
589944	08/06/2020	$1,050.00	401A PLAN ADMINISTRATION	13680	PEERY & ASSOCIATES, INC.
589945	08/06/2020	$20,000.00	PHOTO RED LIGHT	61050	REDFLEX TRAFFIC SYSTEMS
589946	08/06/2020	$750.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
589947	08/06/2020	$600.00	CONTRACT SERVICES	2295	RG PACIFIC LLC.
589948	08/06/2020	$5,775.51	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
589949	08/06/2020	$1,351.32	CONTRACT SERVICES	42210	SAFETY-KLEEN SYSTEMS, INC.
589950	08/06/2020	$1,339.26	FUEL	1059	AMBER RESOURCES LLC
589951	08/06/2020	$15,389.60	CONTRACT SERVICES	2361	SIEMENS MOBILITY
589952	08/06/2020	$4,015.77	CONTRACT SERVICES	2893	SUNBELT RENTALS, INC.
589953	08/06/2020	$2,360.00	CONTRACT SERVICES	2786	UL VERIFICATION SERVICES INC.
589954	08/06/2020	$440.00	SUPPLIES	2000	VITAL MEDICAL SERVICES LLC.
589955	08/06/2020	$593.00	PERMITS AND FEES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
589956	08/06/2020	$300.00	REFUND	2980	THOMAS ABRAHAM

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589957	08/06/2020	$8,721.30	INSURANCE PREMIUMS	55860	AFLAC
589958	08/06/2020	$697.65	UTILITY SERVICES	2257	AIRESPRING INC.
589959	08/06/2020	$10,270.59	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589960	08/06/2020	$443.21	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
589961	08/06/2020	$22,304.04	SUPPLIES/TRAINING	13240	BANKCARD CENTER
589962	08/06/2020	$106.46	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
589963	08/06/2020	$145.00	DUES & SUBSCRIPTIONS	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
589964	08/06/2020	$748.47	SUPPLIES	1294	CINTAS CORPORATION NO. 2
589965	08/06/2020	$8,191.96	DUES & SUBSCRIPTIONS	1118	COMCATE SOFTWARE, INC.
589966	08/06/2020	$1,500.00	DUES & SUBSCRIPTIONS	24490	COPWARE, INC.
589967	08/06/2020	$530.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589968	08/06/2020	$200.39	SUPPLIES	70920	DECALS BY DESIGN, INC.
589969	08/06/2020	$246.21	TEMPORARY FENCE	40920	DIAMOND ENVIRONMENTAL SERVICES
589970	08/06/2020	$5,223.35	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
589971	08/06/2020	$865.21	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS, INC
589972	08/06/2020	$5,784.00	DUES & SUBSCRIPTIONS	15070	LEXIPOL, LLC
589973	08/06/2020	$1,265.35	SUPPLIES	14950	LINCOLN EQUIPMENT, INC.
589974	08/06/2020	$537.95	MACHINERY & EQUIPMENTS	3280	MONTEBELLO CITY TRANSIT
589975	08/06/2020	$208.03	SUPPLIES	15620	OFFICE DEPOT
589976	08/06/2020	$539.86	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN
589977	08/06/2020	$1,500.00	CONTRACT SERVICES	18730	QUETEL CORPORATION
589978	08/06/2020	$600.00	CONTRACT SERVICES	2295	RG PACIFIC LLC.
589979	08/06/2020	$18,400.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

City of Montebello

Register of Demands No. 1495

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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589980	08/06/2020	$1,501.90	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
589981	08/06/2020	$5,128.72	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
589982	08/06/2020	$136.40	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
589983	08/06/2020	$4,800.00	CONTRACT SERVICES	65	SPECIAL SERVICES GROUP, LLC
589984	08/06/2020	$535.60	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
589985	08/06/2020	$1,910.65	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
589986	08/06/2020	$273.52	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
589987	08/06/2020	$3,540.00	PERMITS AND FEES	69930	WEBIPLEX INCORPORATED
589988	08/10/2020	$884.78	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
589989	08/10/2020	$12,011.41	SUPPLIES	2934	PT EVENTS INC.
589990	08/11/2020	$54,184.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589991	08/11/2020	$299.00	MISCELLANEOUS REVENUE	2958	RACHEL YVONNE HOSKINS/MP LANGUAGE SOLUTIONS
589992	08/11/2020	$280,310.52	CONTRACT SERVICE	2955	ONYX PAVING COMPANY INC.
589993	08/13/2020	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
589994	08/13/2020	$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
589995	08/13/2020	$30.00	CARPOOL INCENTIVE	65410	MAGGALI CORREA
589996	08/13/2020	$80.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
589997	08/13/2020	$80.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
589998	08/13/2020	$80.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
589999	08/13/2020	$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
590000	08/13/2020	$30.00	CARPOOL INCENTIVE	71590	LUZ MARIA
590001	08/13/2020	$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590002	08/13/2020	$60.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
590003	08/13/2020	$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
590004	08/13/2020	$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
590005	08/13/2020	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
590006	08/13/2020	$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
590007	08/13/2020	$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
590008	08/13/2020	$80.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
590009	08/13/2020	$1,552.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
590010	08/13/2020	$591.80	SUPPLIES	67210	AIR SOURCE INDUSTRIES
590011	08/13/2020	$5,067.24	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590012	08/13/2020	$1,985.00	SUPPLIES	53370	EUROFINS ANA LABORATORIES, INC.
590013	08/13/2020	$42,611.14	CONTRACT SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
590014	08/13/2020	$236.13	SUPPLIES	74990	AUTOZONE, INC
590015	08/13/2020	$2,197.92	MEDICAL INSURANCE REIMBURSEMENT	2989	JERRY BANUELOS
590016	08/13/2020	$352.29	VEHICLE MAINTENANCE/EXPENSES	2540	BATTERY POWER, INC.
590017	08/13/2020	$134.40	DUES & SUBSCRIPTIONS	2307	CALIFORNIA DEPARTMENT OF
590018	08/13/2020	$281.46	CONTRACT SERVICES	36870	CINTAS CORPORATION
590019	08/13/2020	$2,936.52	SUPPLIES	2455	COMMERCIAL AQUATIC SERVICES
590020	08/13/2020	$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
590021	08/13/2020	$2,988.00	CONTRACT SERVICES	2399	ENVOY, INC.
590022	08/13/2020	$1,872.05	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
590023	08/13/2020	$2,450.48	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING, INC.
590024	08/13/2020	$1,827.56	SUPPLIES	74240	GLOBAL CTI GROUP,INC.

City of Montebello

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From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590025	08/13/2020	$335.81	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
590026	08/13/2020	$721.59	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD, INC.
590027	08/13/2020	$494.48	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
590028	08/13/2020	$4,928.00	CONTRACT SERVICES	2793	IBE DIGITAL
590029	08/13/2020	$11.36	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
590030	08/13/2020	$2,992.00	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
590031	08/13/2020	$569.57	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS, INC.
590032	08/13/2020	$455.36	SUPPLIES	70710	NIVEL PARTS & MFG CO., LLC
590033	08/13/2020	$26,400.00	CONTRACT SERVICES	2481	NORTH STAR LAND CARE
590034	08/13/2020	$301.16	SUPPLIES	42210	SAFETY-KLEEN SYSTEMS, INC.
590035	08/13/2020	$1,658.67	CONTRACT SERVICES	2361	SIEMENS MOBILITY
590036	08/13/2020	$151.16	SUPPLIES	14350	SUN BADGE COMPANY
590037	08/13/2020	$180,140.66	UNEMPLOYMENT INSURANCE	37550	STATE OF CALIFORNIA
590038	08/13/2020	$13,832.47	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
590039	08/13/2020	$443.00	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
590040	08/13/2020	$16.38	UTILITY SERVICES	100	PICO WATER DISTRICT
590041	08/13/2020	$4,581.22	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
590042	08/13/2020	$228.30	UTILITY SERVICES	23610	VERIZON WIRELESS
590043	08/13/2020	$368.60	UTILITY SERVICES	39550	AT&T
590044	08/13/2020	$3,885.55	UTILITY SERVICES	39550	AT&T
590045	08/13/2020	$78.73	UTILITY SERVICES	39550	AT&T
590046	08/13/2020	$189.31	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY

City of Montebello

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590047	08/13/2020	$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
590048	08/13/2020	$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
590049	08/13/2020	$16.37	UTILITY SERVICES	100	PICO WATER DISTRICT
590050	08/13/2020	$246.55	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
590051	08/13/2020	$4,581.22	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
590052	08/13/2020	$71,614.11	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
590053	08/13/2020	$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
590054	08/13/2020	$228.31	UTILITY SERVICES	23610	VERIZON WIRELESS
590055	08/13/2020	$3,323.31	UTILITY SERVICES	23610	VERIZON WIRELESS
590056	08/13/2020	$2,199.39	UTILITY SERVICES	23610	VERIZON WIRELESS
590057	08/13/2020	$1,294.99	UTILITY SERVICES	23610	VERIZON WIRELESS
590058	08/13/2020	$198.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
590059	08/13/2020	$2,686.92	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
590060	08/13/2020	$322,912.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS SERVICE
590061	08/13/2020	$2,163.89	CONTRACT SERVICES	61240	CARD INTEGRATORS CORPORATION
590062	08/13/2020	$37,643.50	CONTRACT SERVICES	2922	ARA H. BALAYAN/CATERING BY HERACH AND ARA
590063	08/13/2020	$281.46	CONTRACT SERVICES	36870	CINTAS CORPORATION
590064	08/13/2020	$44,401.72	INSURANCE PREMIUM	4110	DELTA DENTAL OF CALIFORNIA
590065	08/13/2020	$10,746.92	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING, INC.
590066	08/13/2020	$886.47	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590067	08/13/2020	$477.74	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590068	08/13/2020	$792.06	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590069	08/13/2020	$792.06	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590070	08/13/2020	$1,342.52	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590071	08/13/2020	$792.06	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590072	08/13/2020	$820.29	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
590073	08/13/2020	$11,968.00	CONTRACT SERVICES	2793	IBE DIGITAL
590074	08/13/2020	$1,350.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
590075	08/13/2020	$12,677.72	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
590076	08/13/2020	$14,332.00	CONTRACT SERVICES	2923	LA PALOMA GRILL
590077	08/13/2020	$1,312.50	DUES & SUBSCRIPTIONS	26920	LEAGUE OF CALIFORNIA CITIES
590078	08/13/2020	$6,581.77	PERMITS AND FEES	40400	COPLOGIC INC.
590079	08/13/2020	$6,500.00	MACHINERY & EQUIPMENTS	751	LINEAR SYSTEMS INC.
590080	08/13/2020	$10.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
590081	08/13/2020	$3,461.02	DUES & SUBSCRIPTIONS	56240	LOS ANGELES COUNTY
590082	08/13/2020	$3,027.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
590083	08/13/2020	$154.52	TRAVEL & MEETINGS	43760	ALFRED MARTINEZ
590084	08/13/2020	$17,806.28	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
590085	08/13/2020	$500.00	DUES & SUBSCRIPTIONS	2984	NATIONAL HEALTH CARE FOR THE HOMELESS COUNCIL,INC.
590086	08/13/2020	$661.47	SUPPLIES	15620	OFFICE DEPOT
590087	08/13/2020	$56,100.00	CONTRACT SERVICES	2950	POWER MANUFACTURING, INC.
590088	08/13/2020	$387.92	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
590089	08/13/2020	$700.00	REFUND	2988	PEDRO RAMIREZ
590090	08/13/2020	$60.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
590091	08/13/2020	$7,875.00	DUES & SUBSCRIPTIONS	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM

City of Montebello

Register of Demands No. 1495

From Payment Date: 08/04/20 - To Payment Date: 08/13/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
590092	08/13/2020	$50,355.06	FUEL INVENTORY	1059	AMBER RESOURCES LLC
590093	08/13/2020	$86.00	REFUND	2987	SOSY YAPOUJIAN
590094	08/13/2020	$421.02	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590095	08/13/2020	$136.40	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
590096	08/13/2020	$500.00	COST RECOVERY	2635	SPERTUS, LANDES & UMHOFER LLP
590097	08/13/2020	$483.01	INSURANCE PREMIUMS	1990	STANDARD INSURANCE COMPANY
590098	08/13/2020	$115.77	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
590099	08/13/2020	$708.00	CONTRACTORS	2986	THE ENERGUY INC.
590100	08/13/2020	$280.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
590101	08/13/2020	$5,566.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
590102	08/13/2020	$281.23	FENCE RENTAL	131	UNITED SITE SERVICES, INC.
590103	08/13/2020	$5,128.02	INSURANCE PREMIUM	58990	VISION SERVICE PLAN
590104	08/13/2020	$8,736.76	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
	Subtotal	**$2,097,697.71**			

6093 - Successor Agency

1470	08/06/2020	$517.50	LEGAL SERVICES	16120	ALVAREZ-GLASSMAN & COLVIN
	Subtotal	**$517.50**			
	Total	**$2,098,215.21**			

CITY OF MONTEBELLO **MAY 27, 2020**
1600 WEST BEVERLY BLVD. **WEDNESDAY**
MONTEBELLO, CALIFORNIA **5:30 P.M.**

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

OPENING CEREMONIES

1. CALL MEETING TO ORDER: **Mayor Melendez called the meeting to order at the hour of 5:30 p.m.**

2. ROLL CALL: **City Clerk I. Barajas**
MEMBERS PRESENT: **Cobos-Cawthorne, Jimenez, Torres, Hadjinian, Melendez**
STAFF PRESENT: **City Manager Bobadilla, City Attorney Alvarez-Glasman**

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:35 p.m. to discuss the following matters. Mayor Melendez reconvened the meeting at the hour of 6:50 p.m.

CLOSED SESSION – 5:30 P.M.

The City Attorney provided a briefing on the item listed for Closed Session as follows. All Councilmembers were present for Closed Session.

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 1345 North Montebello Blvd.
Agency Negotiator: Rene Bobadilla
Negotiating Parties: M & M Realty
Under negotiation: Price and Terms

This item was discussed. No action taken, nothing further to report.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: Various transit property locations and routes
Agency Negotiator: Rene Bobadilla
Negotiating Parties: City of Artesia
Under negotiation: Terms and price

This item was discussed, no action taken, nothing further to report.

6a. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

A briefing was provided to Councilmembers, no action taken, nothing further to report.

6b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 701 W. Whittier Blvd.
Agency Negotiator: Rene Bobadilla
Negotiating Parties: Tableside Partners
Under Negotiation: Price and Terms

Briefing provided. No action taken. Nothing to report.

6c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Ornelas v. City of Montebello

Councilmembers received a briefing. No action taken. Nothing further to report.

REGULAR SESSION - 6:30 P.M.

7. INVOCATION **City Clerk Barajas**

PLEDGE OF ALLEGIANCE **City Treasurer Gutierrez**

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Mr. Bobadilla stated the sale of the bond went well. One financial firm bought the whole bond.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

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

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

Maggie Mata asked why there weren't any decorations for Memorial Day. Ms. Mata also asked about permit parking for 10th Street, and asked for arrows on walking path at City Park.

12. APPROVAL OF AGENDA: Councilmember Torres moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 13, 14, 15 and 16. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

13. PUBLIC HEARING: RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET

The public hearing opened at the hour of 7:05 p.m. There being no public testimony, the Public Hearing at the hour of 7:05 p.m.

Public Works Director Enriquez gave a brief staff report regarding the item.

Councilmember Hadjinian spoke about the deferred maintenance and reminded all that the City is not selling the water rights.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

1) Conduct a public hearing to consider the sale of the City of Montebello Water System(s) and related assets (the "Water System");

2) By a four-fifths vote, adopt Resolution No. 20-39 finding that all requirements pursuant to Government Code Section 37420.5 for the Sale of the Water System have been met; and

3) Direct the City Manager to execute all necessary documents and take such additional action as required to complete the sale of the Water System to the San Gabriel Valley Water Company.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

14. PUBLIC HEARING: APPROVE AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

The Public Hearing opened at the hour of 7:18 p.m. There being no public testimony, the Public Hearing closed at the hour of 7:18 p.m.

City Manager Bobadilla gave a brief summary regarding this item.

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

1) Conduct a Public Hearing and consider approving an Energy Savings Performance Contract (ESPC) with ABM Building Solutions LLC (ABM) for the construction of energy conservation measures; and

2) Adopt Resolution No. 20-40 approving certain findings for energy related improvements to City facilities; and

3) Authorize the City Manager to execute an agreement on behalf of the City.

Motion carried on a 5-0 roll call vote of the City Council.

15. PUBLIC HEARING: APPROVE LEASE FINANCING AGREEMENT TO FUND ENERGY CONSERVATION PROJECTS

The Public Hearing opened at the hour of 7:37 p.m. There being no public testimony, the Public Hearing closed at the hour of 7:37 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

1) Conduct a public hearing to consider adopting Resolution No. 20-41 approving a lease financing agreement with Prime Capital, Inc. to finance energy conservation projects at various City facilities; and

2) Authorize the City Manager to execute Agreement No. 3776 on behalf of the City.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

CONSENT MATTERS

16. PROFESSIONAL SERVICES AGREEMENT WITH RANGWALA ASSOCIATES FOR THE PREPARATION OF THE CITY'S COMPREHENSIVE GENERAL PLAN UPDATE AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY

Councilmember Torres thanked staff for bringing this item to fruition.

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Approve a Professional Services Agreement with Rangwala Associates for the preparation of the General Plan Update in substantially the same form as attached;

2) Authorize the City Manager to execute Professional Services Agreement No. 3777 with Rangwala Associates and related ancillary documents on behalf of the City; and

3) Take such additional and/or related action that may be desirable.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

17. WATER RIGHTS LICENSE AND AGREEMENT WITH MONTEBELLO LAND AND WATER COMPANY

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Approve a Water Rights License and Agreement No. 3778 with Montebello Land and Water Company for the lease of 400 acre-feet of the City of Montebello's Fiscal Year 2019-20 Allowed Pumping Allocation at a rate of $120 per acre-foot and total payment of $48,000; and

2) Authorize the City Manager to execute the Agreement on behalf of the City.

Motion carried unanimously.

18. SEVENTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Approve the Seventh Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water Company (Agreement No. 2883); and

2) Authorize the City Manager to execute the Amendment on behalf of the City.

Motion carried unanimously.

19. FISCAL YEAR 2020-21 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Review and adopt the Resolution No.20-42 establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2020-21; and

2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

Motion carried unanimously.

20. ADOPTION OF ORDINANCE ESTABLISHING THE HOUSING OPPORTUNITY OVERLAY ZONE PURSUANT TO ZONE CODE AMENDMENT ("ZCA") NO. 01-20

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Waive second reading and adopt Ordinance No. 2423 (ZCA No. 01-20) establishing the Housing Opportunity Overlay Zone in connection with the Housing Element Update (2016-2021); and

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

Motion carried unanimously.

21. SECOND READING OF AN ORDINANCE ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODES TO THE MONTEBELLO MUNICIPAL CODE

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Waive second reading and adopt an Ordinance No. 2424 adopting by reference the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code, 2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and

2) Concurrently make certain findings in support of specific additions, deletions and/or amendments to the proposed ordinance; and

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

22. FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

1) Approve, in substantially the form as presented, two (2) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement Nos. 11-19, 26-19, and 28-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2) Condition the approval of each of the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than July 13, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the

applicants additional time if necessary in light of the current COVID-19 logistical limitations; and

3) Adopt findings contained herein exempting the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and

4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

Motion carried unanimously.

23. AMENDMENT TO SEAACA JOINT POWERS AGREEMENT

Councilmember Torres moved, seconded by Councilmember Hadjinian hat the City Council:

Approve a Second Amendment to the Southeast Area Animal Control Agency (SEAACA) Joint Powers Agreement (JPA) No. 3779 extending membership to June 30, 2035.

Motion carried unanimously.

24. APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

It is recommended that the City Council approve a change order, in the amount of $200,000, to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

Motion carried unanimously.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 27, 2020

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

Adopt Resolution No. 20-43 approving the Warrant Register dated May 27, 20.

Motion carried unanimously.

26. APPROVAL OF MINUTES: MARCH 18, 19, 25, APRIL 3, 8, 15, AND MAY 8, 2020

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

Approve minutes as written.

Motion carried unanimously.

27. ORAL COMMUNICATIONS - CONTINUED

28. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:45 p.m.

Approval of minutes: Upon motion carried unanimously, the minutes of May 27, 2020 were approved as written on August 12, 2020.

_____
IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO
JUNE 10, 2020
1600 WEST BEVERLY BLVD. **WEDNESDAY**
MONTEBELLO, CALIFORNIA **5:40 P.M.**

MINUTES

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

OPENING CEREMONIES

1. CALL MEETING TO ORDER: **Mayor Melendez called the meeting to order at the hour of 5:40 p.m.**

2. ROLL CALL: **City Clerk I. Barajas**
MEMBERS PRESENT: **Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez**
STAFF PRESENT: **City Manager Bobadilla, City Attorney Alvarez-Glasman**

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:44 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:55 p.m.

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
D. France v. Montebello WCAM case No. ADJ11858440, ADJ11858441

Direction was provided to Special Counsel. No final action, nothing further to report.

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: City Manager

Direction was provided to the City Attorney to prepare the required Amendment. No action taken. The Amendment will be brought back to the next City Council Meeting.

6. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

The City Councilmember received a briefing. No action taken. No reportable action.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to add the following item. Motion carried unanimously.

6a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
County of Los Angeles

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

REGULAR SESSION - 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

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

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

None.

12. APPROVAL OF AGENDA: Councilmember Torres moved, seconded by Councilmember Hadjinian that all items be approved in a single motion with the exception of Item Nos. 13 and 14. Such approval will also waive the reading of any ordinance. Motion carried unanimously on a 5-0 roll call vote.

SCHEDULED MATTERS

13. PUBLIC HEARING: APPROVE THE ISSUANCE OF REVENUE BONDS FOR THE CONDUIT FINANCING BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY FOR A PROPOSED RADIATION THERAPY CANCER TREATMENT FACILITY TO BE LOCATED AT 111 W. BEVERLY BLVD. PURSUANT TO CALIFORNIKA GOVERNMENT CODE SECTION 6586.5

Mayor Melendez opened the Public Hearing at the hour of 7:07 p.m. There being no public testimony, Mayor Melendez close the Public Hearing at the hour of 7:07 p.m.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council approve Resolution No. 20-44:

1) Rescind Resolution No. 19-01to issue and sell revenue bonds by the California Public Finance Authority in the maximum amount of approximately $81,470,000 for the Beverly Oncology & Imaging Centers Medical Group, Inc., a California Corporation;
2) Approve and make the Finading of Significant Public Benefit for the Issuance and sale of Revenue Bonds for the Conduit Financing by the Calfiornia Public Finance Authority for a proposed Radiation Therapy Cancer Treatment Facility for Beverly Oncology Proton Medical Group, APC, a California Medical Professional Corporation pursuant to California Government Code Section 6586.5.

Motion carried on a 5-0 roll call vote of the City Council.

REGULAR BUSINESS

14. FISCAL YEAR 2020-21 PROPOSED BUDGET OVERVIEW PRESENTATION

Director Solorza gave a summary of the proposed budget.

Councilmember Hadjinian moved, seconded by Councilmember Torres that the City Council:

Receive and file the Fiscal Year 2020-21 Proposed Budget Overview Presentation and direct staff accordingly.

Motion carried on a 5-0 roll call vote of the City Council.

CONSENT MATTERS

15. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF HUNTINGTON PARK

Councilmember Torres moved, seconded by Councilmember Hadjinian, that the City Council:

1) Authorize the City Manager to enter into Interoperable Radio System Subscriber Agreement and Land Lease Agreement No. 3787 with the City of Huntington Park, and;

2) Approve Land Lease Agreement No. 3788 between the City of Montebello and the City of Huntington Park for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard.

Motion carried unanimously.

16. AUTHORIZATION TO ENTER INTO AN INTEROPERABLE RADIO SYSTEM SUBSCRIBER AGREEMENT AND LAND LEASE AGREEMENT WITH THE CITY OF SOUTH GATE

Councilmember Torres moved, seconded by Councilmember Hadjinian, that the City Council:

1) Authorize the City Manager to enter into Interoperable Radio System Subscriber Agreement 3789 and Land Lease Agreement with the City of South Gate, and;

2) Approve a Land Lease Agreement 3790 between the City of Montebello and the City of South Gate for a certain designated space on the City's tower located at the Prime/Reservoir Radio Site at 1343 North Montebello Boulevard;

Motion carried unanimously.

17. ADOPTION OF RESOLUTIONS FOR THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION – NOVEMBER 3, 2020

Councilmember Torres moved, seconded by Councilmember Hadjinian, that the City Council:

1. Approve Resolution No. 20-45 calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;

2. Approve Resolution No. 20-46 requesting the Board of Supervisors of the County of Los Angeles to render full services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2020;

3. Approve Resolution No. 20-47 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020 with other Los Angeles County and State of California elections to be held on the date pursuant to § 10403 of the Elections Code;

4. Approve Resolution No. 20-48 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2020; and

5. Approve Resolution No. 20-49 providing for a procedure for determining by lot a tie among candidates at the November 3, 2020 General Municipal Election in accordance with Elections Code Section 15651.

Motion carried unanimously.

18. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 10, 2020

Councilmember Torres moved, seconded by Councilmember Hadjinian that the City Council:

Adopt the Resolution No. 20-50 approving the Warrant Register dated June 10, 2020.

Motion carried unanimously.

19. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

20. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

21. MAYOR PRO TEM COBOS-CAWTHORNE

Mayor Pro Tem Cobos-Cawthorne welcomed back Director Razo from duty with the National Guard during the recent protests.

COUNCILMEMBER TORRES

a. George Floyd, peaceful protests, and criminal threats
   Councilmember Torres spoke about the recent peaceful protests in Montebello and other cities.
b. Position and commitments re public safety policy
   Councilmember Torres spoke about the Police Department's Use of Force Policy, and commended the Police Department to restrict the use of the Carotid Restraint.
c. Census 2020 update
   Councilmember Torres encouraged residents complete their census forms.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:35 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 10, 2020, were approved as written on August 12, 2020.

_____
IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO **JUNE 14, 2020**
1600 WEST BEVERLY BLVD. **WEDNESDAY**
MONTEBELLO, CALIFORNIA **11:06 P.M.**

MINUTES

OPENING CEREMONIES

1. CALL MEETING TO ORDER: **Mayor Melendez**

2. ROLL CALL: **Deputy City Clerk Guzman**
MEMBERS PRESENT: **Hadjinian, Cobos-Cawthorne, Jimenez (via Teleconference), Torres (via Teleconference), Melendez**
STAFF PRESENT: **City Manager Bobadilla, City Attorney Alvarez-Glasman (via Teleconference)**

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman (via Teleconference)

Mayor Melendez recessed the meeting into Closed Session at the hour of 11:07 p.m. to discuss the following items. At the hour of 12:44, Mayor Melendez reconvened the Meeting. The City Attorney provided a report.

CLOSED SESSION

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

All Councilmemberswere present, and gave direction to the Agency's Negotiator, City Manager Bobadilla. No final action.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 11:45 a.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 14, 2020, were approved as written on August 12, 2020.

_____
IRMA BARAJAS, City Clerk

CITY OFMONTEBELLO **JUNE 24, 2020**
1600 WEST BEVERLY BLVD. **WEDNESDAY**
MONTEBELLO, CALIFORNIA **5:35 P.M.**

MINUTES

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

1. CALL MEETING TO ORDER: **Mayor Melendez called the meeting to order at the hour of 5:35 p.m.**

2. ROLL CALL: **City Clerk I. Barajas**
MEMBERS PRESENT: **Cobos-Cawthorne, Jimenez, Torres, Hadjinian, Melendez**
STAFF PRESENT: **City Manager Bobadilla, City Attorney Alvarez-Glasman**

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:36 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:37 p.m.

CLOSED SESSION – 5:30 P.M.

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

4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code section 54957

A briefing was provided to Councilmembers, no action taken, nothing further to report.

5. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

A briefing was provided to Councilmembers, no action taken, nothing further to report.

REGULAR SESSION - 6:30 P.M.

6. INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION: PARKS AND RECREATION MONTH PROCLAMATION

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

8. CORRECTIONS TO THE AGENDA – CITY MANAGER

None.

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

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

Josh submitted a comment regarding the Police Department budget.

Antonio Perez submitted comments regarding a trip to Mexico by two Councilmembers.

Kiko Villa submitted comments regarding various Councilmember relationships with other Councilmembers in other cities.

Rene Zamora submitted a comment regarding graffiti and asked if anything else is being done to address the problem.

Nhat Nguyen submitted comments as follows: (1) Lack of traffic, speeding and pedestrians signage on Montebello Blvd. between Whittier Blvd. and Washington Blvd, causing a dangerous situation; (2) Illegal fireworks every night for the past few weeks; and (3) Twitter posts are not sufficient.

Margot Eiser submitted comments objecting to the Gold Course Maintenance RFP, and the mutilation of City trees.

Katherine Ulloa, Catherine Orona, Victor Frias, Enrique Guzman, Byron Jackson, Orlando Tapia, Yolanda Aguiar and Christine Dimas submitted comments regarding the hiring of a City employee.

11. APPROVAL OF AGENDA: Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that all items be approved in a single motion with the exception of Item Nos. 12, 13, 14, 15 and any item upon which a member of the public or City Council has requested to speak upon. Item No. 30 was moved to Regular Business. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTERS

12. PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES RATE ADJUSTMENT

Mayor Melendez opened the Public Hearing at the hour of 7:00 p.m.

Raul Hurtado spoke about the rate adjustment for solid waste collection and asked for clarification as to the current rate.

Mayor Melendez closed the Public Hearing at the hour of 7:05 p.m.

Councilmember Torres moved, seconded by Councilmember Jimenez that the City Council:

(1) Conduct a Public Hearing and approve Resolution No. 20-51 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2020/2021.

(2) Direct staff to forward the Resolution, if approved to the Los Angeles County Auditor Controller to place the revised charges on the City's property tax rolls.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

13. PUBLIC HEARING: APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS UTILIZATION

Mayor Melendez opened the Public Hearing at the hour of 7:10 p.m. There being no public testimony, Mayor Melendez closed the Public Hearing at the hour of 7:10 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

1) Allow the public an opportunity to comment on the Police Department's proposed 2019 JAG Action Plan; and

2) Review and Approve the 2019 Action Plan proposed activities and funding; and

3) Amend the Fiscal Year 2019-20 budget and increase appropriations by $13,468 in a grant account in Fund 240 (JAG).

Motion carried unanimously on a 5-0 roll call vote of the City Council.

14. PUBLIC HEARING: APPROVAL OF U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA), CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

Mayor Melendez opened the Public Hearing at the hour of 7:12 p.m. There being no public testimony, Mayor Melendez closed the Public Hearing at the hour of 7:12 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

1) Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of $43,393; and

2) Amend the Fiscal Year 2019-20 budget and increase appropriations by $43,393 in a grant account in Fund 265 (Grants).

Motion carried unanimously on a 5-0 roll call vote of the City Council.

REGULAR BUSINESS

15. FISCAL YEAR 2020-21 BUDGET ADOPTION

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Approve Resolution No. 20-52 adopting the Fiscal Year 2020-21 operating and capital budgets for all funds;

2) Approve Resolution No. 20-53 adopting the compensation plan and table of organization for Fiscal Year 2020-21;

3) Approve Resolution No. 20-54 establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit).

Motion carried on a 5-0 roll call vote of the City Council.

CONSENT MATTERS

16. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO ESTABLISH GUIDELINES AND PROTOCOLS FOR TEMPORARY OUTDOOR DINING PERMITS FOR EATING ESTABLISHMENTS IMPACTED BY THE COVID-19 PANDEMIC

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Approve Resolution No. 20-55 authorizing the City Manager to Establish and Approve Temporary Outdoor Dining Permit Guidelines for Eating Establishments within the City of Montebello.

Motion carried unanimously.

17. ADOPT RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AND RECEIPT OF LOCAL EARLY ACTION PLANNING GRANTS PROGRAM ("LEAP").

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Adopt Resolution No. 20-56 authorizing an application for three hundred thousand dollars and 00/100 ($300,000) under the Local Early Action Planning Grants Program from the California Department of Housing and Community Development; and

2) Authorize the City Manager to execute the City's Local Early Action Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City; and

3) Authorize the City Manager to accept and enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Local Early Action Planning Grants Program grant.

Motion carried unanimously.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3356 WITH SEBASTIAN WATERWORKS TO PERFORM EMERGENCY SEWER REPAIRS AT 1305 SOLANA CIRCLE AND 129 SOUTH 5TH STREET

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Approve Amendment No. 1 to Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) increasing the Fiscal Year 2019-20 contract amount by $130,000.

Motion carried unanimously.

19. SEWER SYSTEM REGULATORY COMPLIANCE ASSESSMENT BY LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works in an amount not-to-exceed $100,000 for sewer system regulatory compliance assessment services. Motion carried unanimously.

20. AUTHORIZATION TO ENTER INTO A SOLE SOURCE AGREEMENT WITH MOTOROLA SOLUTIONS TO PROVIDE RADIO INFRASTRUCTURE AND RELATED COMMUNICATIONS SERVICES

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Authorize the City Manager to enter into sole source Agreement No. 3792 with Motorola Solutions to provide radio infrastructure and related communications services for an annual amount of $179,193 , and;

2) Authorize the total contract expenditures total not-to-exceed $200,000 to account for additional radio repair and incidental repair services not covered in the sole source agreement scope of work.

Motion carried unanimously.

21. APPROVE A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Approve Resolution No. 20-57 authorizing the filing of an application for the City of Montebello to receive Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds.

Motion carried unanimously.

22. ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE DOCUMENTS NECESSARY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR PROGRAM

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Adopt Resolution No. 20-58 authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.

Motion carried unanimously.

23. AWARD A CONTRACT TO POWER MANUFACTURING INC. FOR BUS OPERATOR DOOR BARRIERS

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

1) Award a contract to Power Manufacturing Inc. for Bus Operator Door Barriers for a total project cost not-to-exceed $56,100; and

2) Authorize the City Manager to execute a contract, Agreement No. 3793, on behalf of the City.

Motion carried unanimously.

24. RESOLUTION APPROVING APPLICATION SUBMITTALS TO THE CALIFORNIA NATURAL RESOURCES AGENCY – URBAN GREENING PROGRAM

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Approve Resolution No. 20-58A approving application submittals to the California Natural Resources Agency (CNRA) – Urban Greening Program.

Motion carried unanimously.

25. REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE LANDSCAPE MAINTENANCE

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Authorize staff to issue a Request for Proposals (RFP) Citywide Landscape Maintenance.

Motion carried unanimously.

26. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR MAINTENANCE OF THE MONTEBELLO GOLF COURSE AND RANGE

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Authorize staff to issue a Request for Proposals (RFP) for Maintenance of the Montebello Golf Course and Range.

Motion carried unanimously.

27. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ COMPANY TO PERFORM AUDIT AND RELATED WORK

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Authorize the City Manager to approve the first amendment to the professional services agreement with Vasquez & Company to provide audit and related work for Fiscal Year 2019-20, as allowed per Agreement No. 3289 between the City of Montebello and Vasquez & Company.

Motion carried unanimously.

28. ADOPTION OF GENERAL FUND RESERVE POLICIES

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Approve Resolution No. 20-59 adopting comprehensive General Fund reserve policies in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54.

Motion carried unanimously.

29. STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND PROGRESS REPORT, JUNE 2020

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Receive and file the State Audit Corrective Action Plan Quarterly Update and Progress Report.

Motion carried unanimously.

30. QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2020

Councilmember Jimenez moved, seconded by Councilmember Hadjinian to move this item to Regular Business and that the City Council:

Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2020.

Motion carried unanimously.

31. CONSIDERATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND RENÉ BOBADILLA AS CITY MANAGER FOR THE CITY OF MONTEBELLO

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Review and approve the First Amendment to the Employment Agreement ("First Amendment") between René Bobadilla and the City.

Motion carried unanimously.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 24, 2020

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Adopt the Resolution No. 20-60 approving the Warrant Register dated June 24, 2020.

Motion carried unanimously.

33. APPROVAL OF MINUTES: REGULAR SESSION OF MAY 13, 2020 AND SPECIAL SESSIONS OF MAY 22 AND JUNE 3, 2020.

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Jimenez that the City Council:

Approve the minutes as written.

Motion carried unanimously.

34. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

None.

COUNCIL ORALS

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

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 7:51 p.m. in memory of Bill Walters, longtime resident and Community Leader, City Commissioner, and Lions Club Member, and in memory of Councilmember Hadjinian's Uncle George Seropian, longtime resident and city barber for 50 years.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 24, 2020, were approved as written on August 12, 2020.

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IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO **JULY 1, 2020**
1600 WEST BEVERLY BLVD. **WEDNESDAY**
MONTEBELLO, CALIFORNIA **5:00 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.5.

1. CALL MEETING TO ORDER: **Mayor Melendez called the meeting to order at the hour of 5:10 p.m.**

2. ROLL CALL: **City Clerk I. Barajas**
MEMBERS PRESENT: **Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez**
STAFF PRESENT: **City Manager Bobadilla, City Attorney Alvarez-Glasman**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that this meeting is called as an Emergency meeting. Motion carried on a 5-0 roll call vote of the City Council.

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

4. PUBLIC ORAL COMMUNICATIONS

None.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez to discuss the following items in Closed Session pursuant to Government Code Section 54956.5. Motion carried on a 5-0 roll call vote of the City Council.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:12 p.m. to discuss the following items. Mayor Melendez reconvened the meeting at the hour of 6:15 p.m.

CLOSED SESSION

5. THREAT TO PUBLIC SERVICES OR FACILITIES
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

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

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 6:16 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of July 1, 2020, were approved as written on August 12, 2020.

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Irma Barajas, City Clerk