CITY OF MONTEBELLO
CITY COUNCIL, SUCCESSOR AGENCY, AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

WEDNESDAY, NOVEMBER 16, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCING AUTHORITY

Kimberly A. Cobos-Cawthorne, Mayor/Chairperson
Angie M. Jimenez, Mayor Pro Tem/Vice Chairperson
Scarlet Peralta, Councilmember/Member
Salvador Melendez, Councilmember/Member
David N. Torres, Councilmember/Member

CITY MANAGER/EXECUTIVE DIRECTOR	CITY TREASURER	CITY ATTORNEY/AUTHORITY COUNSEL
René Bobadilla, City Manager	Rafael Gutierrez	Arnold M. Alvarez-Glasman

CITY CLERK/SECRETARY OF AUTHORITY

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
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	Adrianna Kendricks
Director of Public Affairs and Technology	Michael Chee

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/Successor Agency/Public Financing Authority Joint Regular Meeting ("Council"/"SA"/"PFA") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.cityofmontebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室

RULES OF DECORUM:
As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA or who otherwise disrupts the orderly conduct of the Council/PFA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/SA/PFA meetings, you may address the City Council/SA/PFA in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, November 16, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council/SA/PFA and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/SA/PFA. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/SA/PFA, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=77219

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
At this time, the general public may address the City Council/SA/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION 5:00 P.M.
The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Government Code Section 54957
   Consultation with City Manager, Police Chief, City Attorney and other related City officials.
2. **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 Topgolf
   Under Negotiation Price and Terms

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA CITY MANAGER

CEREMONIAL/PRESENTATIONS

3. **RECOGNITION OF CITIZEN OF THE MONTH - ERNIE PERALTA**
4. **RECOGNITION OF MENS HEALTH AWARENESS MONTH**
5. **RECOGNITION OF ALZHEIMER DISEASE AWARENESS MONTH**

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)
At this time, the general public may address the City Council/SA/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker.

State Law prohibits the City Council/SA/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

6. PUBLIC HEARING APPROVING AN ENERGY SERVICES CONTRACT WITH THERMA, LLC.

NOTE: This Public Hearing has been canceled.

REGULAR BUSINESS

7. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2457 AMENDING CHAPTER 2.14 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive First Reading of Reading of Ordinance No. 2457 Amending Chapter 2.14 of the Montebello Municipal Code Updating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
2. Take such additional related action that may be desirable.

8. FISCAL YEAR 2022-23 FIRST QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2022-23 First Quarter Budget; and
2. Update the Table of Organization/Master Position Control by adding four (4.0) positions (Attachment C) to various departments; and
3. Approve Resolution No. 22-91(Attachment D) amending the Compensation Plan to add two (2.0) new job classifications; and
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

9. SECOND READING AND ADOPTION OF ORDINANCE NO'S. 2454, 2455, AND 2456 APPROVING DEVELOPMENT AGREEMENTS (DA02-22, 03-22, AND 04-22) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC FOR PROPERTY AT 1720 S. BLUFF ROAD, 1633 WASHINGTON BOULEVARD, AND 1915 W. WHITTIER BOULEVARD

RECOMMENDATION: It is recommended that the City Council:

1. Waive second reading and adopt Ordinance No. 2454 approving a Development Agreement (DA 02-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment A), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
2. Waive second reading and adopt Ordinance No. 2455 approving a Development Agreement (DA 03-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
3. Waive second reading and adopt Ordinance No. 2456 approving a Development Agreement (DA 04-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1915 W. Whittier Blvd. (Attachment C), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
4. Take such additional, related action that may be desirable.

10. ADOPT CITY COUNCIL RESOLUTION NO. 22-90/SUCCESSOR AGENCY RESOLUTION NO. 22-04 APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPOSED DISPOSITION OF REAL PROPERTY LOCATED AT 701-705 W. WHITTIER BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello adopt City Council Resolution No. 22-90/Successor Agency Resolution No. 22-04:

1. Finding that the sale of the Property is exempt under CEQA pursuant to CEQA Guidelines Section 15312 – Class 12 Categorical Exemption relating to the sale of surplus government property and CEQA Guidelines Section 15060(c)(3) because the sale does not have the potential for creating a significant effect on the environment and therefore it is not a project as defined by the CEQA Guidelines Section 15378; and
2. Approving the Successor Agency's disposition of the real property located at 701-705 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel No. 6349-007-917 for $500,000; and
3. Approving the form and material terms of the Purchase and Sale Agreement No. 4049, and authorize the Executive Director (i.e. City Manager) and Agency Counsel (i.e. City Attorney) to finalize negotiations and the agreement (provided that no material changes to the purchase price or property are made); and
4. Authorize the Executive Director to execute the final Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and SAM Entertainment Group LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement; and
5. Adopt City Council Resolution No. 22-90/Successor Agency Resolution No. 22-04 to Declare the Property "Surplus" and Certify Compliance with the Surplus Land Act.
6. Take such additional, related action that may be necessary to implement the approved transaction.

11. NOTICE OF COMPLETION - CP NO. 881, VARIOUS STREETS IMPROVEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Various Streets Improvement Project (CP No. 881), as completed by Sequel Contractors, Inc.; and
2. Approve the final contract amount with Sequel Contractors, Inc. for the construction of the Project in the amount of $898,308, including change orders; and
3. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment A) with the Los Angeles County Registrar-Recorder; and

4. Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
5. Approve the Final Total Project Budget (Attachment B); and
6. Take such additional, related, action that may be desirable.

12. AUTHORIZATION OF FINAL INVOICE PAYMENT FOR AGREEMENT NOS. 3504 AND 3066 - INFRASTRUCTURE ENGINEERS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize payment of final invoices for Agreement Nos. 3504 and 3066 with Infrastructure Engineers in the aggregate amount of $208,654; and
2. Reaffirm the termination of Agreement Nos. 3504 and 3066 with Infrastructure Engineers; and
3. Take such additional, related, action that may be desirable.

13. APPROVAL OF AGREEMENT NO. 4047 WITH KTU&A (DBA KTUA) FOR THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT DESIGN SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4047 with KTU&A (dba “KTUA”) for design and architectural services for the Rio Hondo River Access Improvement Project (RH Project); and
2. Find and determine that the Rio Hondo Project is exempt from CEQA pursuant to Categorical Exemption Section 15301 (Class – 1, Existing Facilities) and Section 15311 (Class – 11, Accessory Structures) of the CEQA Guidelines; and
3. Authorize the City Manager to execute the Agreement on behalf of the City; and
4. Amend the Fiscal Year 2022-23 budget by increasing expenditure and revenue appropriations by $477,750 in Measure A – Parks Fund 221 (Account No. 221-99-6040.96, (Measure A Local, Other Contract Services - Engineering Design Services) and 221-99-3630.60 (Measure A Local, Special Revenue Measure A Local); and
5. Take such additional, related action that may be desirable.

14. AUTHORIZE THE CITY MANAGER TO APPROVE A LEASE AGREEMENT WITH E-Z-GO DIVISION, OF TEXTRON INCORPORATED, FOR FORTY-SIX (46) ELECTRIC GOLF CARTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve a five-year lease agreement for electric golf carts with E-Z-GO Division of Textron Inc. for use at the Montebello Golf Course (Golf Course); and
2. Authorize the City Manager to execute the lease agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

15. AWARD A PROFESSIONAL SERVICES AGREEMENT, NO. 4040, TO UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR THE UNARMED TRANSIT SECURITY GUARD SERVICES REQUEST FOR PROPOSAL NO. 22-7

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Services Agreement, No. 40-40 to Universal Protection Service, LP dba Allied Universal Security Services, for a three-year (3-year) term with the option for renewal of up to two (2)

additional one-year (1-year) terms, for a total not-to-exceed amount of Two Million, Seven Hundred and Nine Thousand, Two-Hundred and Thirty-Nine Dollars ($2,709,239) over the three-year term; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

16. APPROVAL TO PROVIDE RECRUITMENT INCENTIVES TO QUALIFIED FIREFIGHTERS/PARAMEDICS

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Lateral Bonus Recruitment Incentive Program to provide recruitment incentives for qualified Firefighter/Paramedics and referral bonuses to current employees; and
2. Take such additional, and related action that may be desirable.

17. APPROVAL TO SUBMIT GRANT APPLICATION TO THE BOARD OF STATE AND COMMUNITY CORRECTIONS, PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of the grant application for the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program; and
2. Take such additional, related action that may be desirable.

18. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 4039 WITH KIM TURNER, LLC FOR POLICE COMMUNICATIONS CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the attached Professional Services Agreement No. 4039 with Kim Turner, LLC in an amount not to exceed $59,378; and
2. Take any additional actions necessary to effectuate the procurement of services.

19. ADOPT RESOLUTION NO. 22- 86 AMENDING THE MASTER FEE SCHEDULE AND ESTABLISHING CONCEALED WEAPONS PERMIT (CCW) APPLICATION FEES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 22-86, Amending the Master Fee Schedule establishing Concealed Weapons Permit (CCW) Application Fees; and
2. Take such additional, related action that may be desirable.

20. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3957 WITH 789, INC. TO RETAIN PROFESSIONAL SERVICES FOR CITYWIDE BRANDING NEEDS.

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3957, between the City of Montebello and 789 ,Inc. for ongoing professional graphics design and support for Citywide branding services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 with 789, Inc. on behalf of the City; and
3. Take such additional, related action that may be desirable.

21. APPROVAL OF AGREEMENT NO. 4048 - LS-1 OPTION E AGREEMENT WITH SOUTHERN CALIFORNIA EDISON TO REPLACE HIGH PRESSURE SODIUM VAPOR STREET LIGHTS WITH LIGHT-EMITTING DIODE STREET LIGHTS

RECOMMENDATION: It is recommended that the City Council:

1. Approve an LS-1 Option E authorization with Southern California Edison (SCE) to replace high pressure sodium vapor (HPSV) street lights with light-emitting diode (LED) street lights, and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
2. Authorize the City Manager or his designee to sign the authorization agreement; and
3. Take all necessary, additional actions as necessary.

22. TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2022.

23. AUTHORIZATION TO APPROVE ADDITIONAL PURCHASES FROM THE SAUCE CREATIVE SERVICES CORPORATION FOR FISCAL YEAR 2022-23

RECOMMENDATION: It is recommended that the City Council:

1. Approve an additional $100,000 for community promotions, general printing, and graphic design services from The Sauce Creative Services Corporation (The Sauce); and
2. Take any additional actions necessary to effectuate the procurement of services.

24. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-89 APPROVING THE CITY WARRANT REGISTER OF DEMANDS NOVEMBER 16, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 22-89 approving the Warrant Register dated November 16, 2022.

25. APPROVAL OF CITY COUNCIL MINUTES – AUGUST 24, 2022 SPECIAL CITY COUNCIL MEETING; AUGUST 24, 2022 CITY COUNCIL MEETING; SEPTEMBER 14, 2022 JOINT CITY COUNCIL AND PUBLIC FINANCING AUTHORITY MEETING; SEPTEMBER 28, 2022 JOINT CITY COUNCIL AND PUBLIC FINANCING AUTHORITY; OCTOBER 12, 2022 JOINT CITY COUNCIL AND PUBLIC FINANCING AUTHORITYAND; AND OCTOBER 26, 2022 JOINT CITY COUNCIL AND PUBLIC FINANCING AUTHORITY

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as written.

26. AMENDMENT OF AGREEMENTS RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated business entities related to the Golf Course Improvements in substantially the form as presented; and
2. Take such additional, related action that may be desirable.

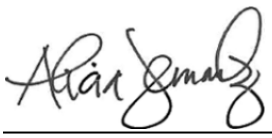
AB 1234 TRAVEL REPORTS
Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS
Council member announcements; requests for future agenda items; conference/meetings reports.

- **Kimberly A. Cobos-Cawthorne, Mayor**
- **Angie M. Jimenez, Mayor Pro Tem**
- **David N. Torres, Councilmember**
- **Scarlet Peralta, Councilmember**
- **Salvador Melendez, Councilmember**

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on December 14, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebelloca.com (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, November 13, 2022 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney
Alicia Fernandez, Senior Deputy City Clerk

SUBJECT: **INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NO. 2457 AMENDING CHAPTER 2.14 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Introduce and waive First Reading of Reading of Ordinance No. 2457 Amending Chapter 2.14 of the Montebello Municipal Code Updating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

No direct financial impacts are foreseen as a consequence of updating the Council Rules of Order and Procedure.

BACKGROUND/DISCUSSION:

The rules establishing procedures to address the City Council and standards of decorum were approved in 1989 by adoption of Resolution No. 89-70. Subsequently, Resolution No. 06-22 was adopted to amend the rules addressing the procedures for addressing the City Council and standards of decorum, and to include additional rules

such as the order of business, public participation, and City Council oral reports. In 2011, the rules were amended once again to clarify City Council oral communications.

On October 27, 2021, the City Council adopted Ordinance No. 2443 and rescinded Resolution No.'s 89-70, 06-22, 11-89 and 19-124 to consolidate and update the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business. Ordinance No. 2443 maximized the efficiency of City Council meetings and provided general policies and rules pertaining to the operations of the City Council meetings. The most significant changes were establishing a new meeting start time, amending the dark meetings, establishing general meeting requirements, establishing procedures for the conduct of meetings and a proposed meeting length. This proposed Ordinance includes a number of suggested updates which would enhance the clarity of the rules including public comment and Council oral rules, incorporate existing practices, provide uniformity in protocol standards, and establish new protocol standards in accordance with Senate Bill 1100 ("SB 1100").

This Ordinance will set forth the requirements for a quorum and voting for the temporary seven-member legislative body that will be in existence as a result of the 2022 municipal election until members elected from Districts 2 and 4 take their oath of office as a result of the November 2024 election.

Senate Bill 1100 ("SB 1100") was signed into law in August of 2022 and authorizes the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting a City Council or Successor Agency meeting. "Disrupting" means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes but is not limited to, one of the following: (a) a failure to comply with reasonable and lawful regulations adopted by the legislative body, or (b) engaging in behavior that constitutes use of force or a true threat of force. Prior to removing an individual, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, removal of an individual for engaging in behavior that constitutes use of force or a true threat of force does not require any warning from the presiding officer.

The purpose of SB 1100 is to give the legislative body clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public.

In addition, as a result of further research, there are certain rules for public participation established by the Fair Political Practices Commission (FPPC) which are stricter than those set forth in the attached Ordinance. The FPPC policy is attached for your reference for the City Council to evaluate and to provide guidance on whether or not to incorporate certain provisions established by the FPPC.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council introduce and waive the first reading of Ordinance No. 2457 and adopt the proposed Ordinance No. 2457 at the next regularly scheduled meeting. Once the proposed Ordinance is adopted, Staff will continue to work towards creating a comprehensive handbook that will serve as a reference guide for current City Council and future members. Staff will also work on Rules of Order and Procedure for the conduct of all Commission and Committee meetings, proceedings, and business in the near future.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2457 Amending Rules of Order
2. Attachment B - FPPC Public Comment Rules

NEXT STEPS:

N/A

ORDINANCE NO. 2457

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING OF CHAPTER 2.14, OF THE CITY OF MONTEBELLO MUNICIPAL CODE UPDATING THE RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS

RECITALS

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, so that there is consistency across the conduct of all City-related business, ~~certain~~ such rules should apply city-wide to the Council/Agency and joint meetings.

WHEREAS, Ordinance No. 2443 was passed and approved by the City Council of the City of Montebello ("City Council") on October 27, 2021, rescinding Resolution No.'s 89-70, 06-22,11-89, and 19-124 to consolidate and update the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business.

WHEREAS, Senate Bill 1100 ("SB 1100") was signed into law in August of 2022 and authorizes the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting a City Council or Successor Agency meeting; and

WHEREAS, the purpose of SB 1100 is to give the legislative body clear authorization to restore order to meetings in the event of actual disruptions that are disturbing, disrupting, impeding, or rendering infeasible the orderly conduct of the meeting and, thereby, preserve the rights of other members of the public at the meeting and allow the legislative body to continue its work on behalf of the public; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to update the rules of conduct for the City Council and Successor Agency meetings.

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

SECTION 1. The City Council for the City of Montebello finds and declares the foregoing true and correct, and incorporates said recitals fully into this Ordinance.

SECTION 2. Chapter 2.14 "City Council/Agency Meeting Rules of Order" is hereby amended to read as follows (deletions in strikethrough and additions in double underline):

Chapter 2.14 – CITY COUNCIL/AGENCY MEETING RULES OF ORDER

2.14.010 - Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

2.14.020 - City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency

consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

2.14.030 - Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

- City Council & Successor Agency - 5:00 p.m. Closed Session
- Call to Order
- Roll Call
- Announcement of Closed Session Items
- Public Comments *on Closed Session Items (Limited to 30 minutes)*
- Closed Session
- City Council & Successor Agency – Regular Session starts no later than 6:00 p.m. following Closed Session
- Closed Session Report (If there is no Closed Session, the meeting will start no later than 6:00 p.m.) Invocation
- Pledge of Allegiance
- Corrections to the Agenda
- Ceremonial Items/Presentations
- Public Comments on Non-Agenda and Agenda Items (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)
- Staff Communications on Items of Community Interest
- Public Hearing
- Old Business
- Regular Business
- Consent Calendar (Routine Matters)
- AB 1234 Travel Reports

- Council/Agency Orals
- Adjournment

2.14.040 - General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

B. Quorum. In a five-member body, three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section ~~6~~2.14.040. General Requirements, H. “Voting Procedures”).

When the November 2022 election results are certified and elected officials are sworn into office, the temporary seven-member legislative body established by Section 2.08.050(G) shall require four members of the Council/Agency to constitute a quorum and that shall be sufficient to transact business. If less than four Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Sr. Deputy City Clerk, shall adjourn the meeting to a stated day and hour. Business of the Council/Agency may be conducted with a minimum of four members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive four affirmative votes for approval (see Section 62.14.040. General Requirements, H. “Voting Procedures”) or more affirmative votes if otherwise established by law, ordinance, or contract. This paragraph will sunset on the date that the members elected from Districts 2 and 4 take their oath of office as a result of the election occurring in November 2024, reverting the legislative body from

seven members to five members, but shall not affect the required votes as otherwise established by law, ordinance or contract.

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. "Teleconference" is defined as a "meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both". Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.

5. The teleconference location must not require an admission fee or any payment for attendance.

6. All votes must be by roll call.

7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice

must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.

2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.

3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.

4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.

5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.

6. Council/Agency may be asked to return all written materials distributed during closed session.

7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A". The approved list is subject to change based upon approval, removal, or amendment by Resolution or Consensus of the City Council.

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B" (Exhibit B is subject to change based upon approval, removal, or amendment by Resolution or Consensus of the City Council), must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests *at least two weeks in advance*. This allows the Public Affairs office to process based on eligibility requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.
2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.
4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.

3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests *at least two weeks in advance*. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings *only* at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say 'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda,

Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendizing a matter that resulted in a tie vote for a subsequent meeting.

I. One-Hour Rule. Respect the “One Hour” Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost $1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost $1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

K. Use of Electronic Communication Devices on the Dais. The Council's use of *personal* electronic communication devices, including but not limited to cell phones, smartphones, computers/laptops, and tablets are prohibited during a City Council meeting. The use of these devices may lead to the public's perception that a Councilmember is not paying attention to the subject matter at hand, or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, the Council's use of electronic communication devices (including cell phones), other than for the purpose of accessing agenda materials that are on a Councilmember's City I-pad or lap top computer, is prohibited during Council meetings.

2.14.050 - Public Comments.

~~Every~~ Regular City Council and Agency Agendas shall contain two (2) Public Comment~~s~~ periods, with the exception of Special Meetings which shall contain one (1) Public Comment period. ~~on non-agenda items and agenda items in substantially the following form:~~ Please note that the Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may limit or extend time for public comment as he/she may find reasonable under the circumstances. In addition, Council/Agency members shall not enter into debate or discussion with speakers during a Public Comment period.

A. Regular City Council/Agency Meetings. Meetings shall contain two 30-minute Public Comment periods; one on Closed Session Items and the other on Non-Agenda Items and Agenda Items in substantially the following form:

1. *Closed Session Items*: public comment for matters listed under Closed Session will be allowed during the "*Public Comments on Closed Session Items"* section of the meeting.

    a. Speakers may not cede their time to other speakers.
    b. The maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person.
    c. "*Public Comments on Closed Session Items"* is limited to 30-minutes total.

2. *Non-Agenda and Agenda Items*: public comment for matters *not* on the agenda (non-agenda items) and matters listed *on* the agenda will be allowed ~~shall be limited to matters within the subject matter jurisdiction of~~

~~the body (at regular meetings only). Anyone wishing to address the city council/successor agency may do so~~ during the *"Public Comments on Non-Agenda Items and Agenda Items"* ~~period~~ section of the meeting.

a. Public comment for matters non-agenda items shall be limited to matters within the subject matter jurisdiction of the body.
b. Public comment on matters on the agenda will be allowed only for items of business to be discussed by the body.
c. Speakers may not cede their time to other speakers.
d. The maximum time allotted for members of the public to speak on both Non-Agenda *and* Agenda Items shall not exceed three (3) minutes per person.
e. "*Public Comments on Non-Agenda Items and Agenda Items"* is limited to 30-minutes total.
f. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member for discussion.

B. Special City Council/Agency Meetings. Meetings shall contain one (1) 30-minute Public Comment period to address only items listed on the agenda in substantially the following form:

1. *Agenda Items Only*: the general public may *only* address the City Council/Agency on items which have been described and listed on the agenda.

a. Speakers may not cede their time to other speakers.
b. The maximum time allotted for members of the public to speak on Agenda Items shall not exceed three (3) minutes per person.
c. "*Public Comments on Agenda Items Only"* is limited to 30-minutes total.

~~B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so during the "Public Comments on Non-Agenda Items and Agenda Items" period. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.~~

C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live meetings, *or* in accordance with Assembly Bill 361 for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m., following Closed Session. If there is no Closed Session, the meeting ~~will~~ may start at 5:00 p.m., but no later than 6:00 p.m. Members of the public must be present until the item for consideration is heard. Any

requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting. Please note that although it is recommended, speaker cards are not required to be filled-out for Public Hearings.

D. Written Comments. Members of the public that are interested in submitting written comments may do so via electronic mail at: ccpubliccomment@cityofmontebello.com. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments may not be read aloud and will be included as part of the meeting minutes, *or* in accordance with Assembly Bill 361 for video/audio meetings.

E. Time Limits. Each Public Comments period is limited to 30~~thirty~~-minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak ~~on both Non-Agenda and Agenda Item~~ during the Public Comment period(s) shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

2.14.060 - Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response,

further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendized for discussion at a future Council/Agency meeting.

D. Members of the Audience.

1. All comments from the audience during Public Comments must be addressed to the Council/Agency as a body. It is the duty and responsibility of the Mayor to oversee and ensure the orderly conduct of the meeting.

2. *Willful Interruption*: No member of the audience shall willfully interrupt the orderly conduct at the meeting. In accordance with Government Code section 54957.9, the presiding officer may order the meeting room cleared and continue in session in the event that a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of such individuals. Only matters appearing on the agenda may be considered in such a session. ~~The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.~~

3. *Disruptive or Threatening Behavior*: Pursuant to Government Code section 54957.95, the presiding officer or their designee may remove, or cause the removal of, an individual for disrupting the meeting. The presiding officer or their designee may then remove the individual if they do not promptly cease their disruptive behavior. “Disrupting” means engaging in behavior during a meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes but is not limited to, one of the following: (a) a failure to comply with reasonable and lawful regulations adopted by the legislative body, or (b) engaging in behavior that constitutes use of force or a true threat of force. A “true threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. Prior to removing an individual, the presiding officer or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, removal of an individual for engaging in behavior that constitutes use of force or a true threat of force does not require any warning from the presiding officer.

E. Rules of Procedure**.** In all matters not otherwise provided for herein the proceedings for the body shall be governed under “Rosenberg’s Rules of Order”, the most current edition.

2.14.070 - Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson and the Council/Agency as a whole, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section ~~11~~2.14.090. Standards of Decorum).

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.

2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:

    a. Staff Presentation (15 minutes maximum)
    b. Applicant or affected party (7 minutes maximum)
    c. Those in support of Appellant's position (3 minutes per person, not to exceed 30 minutes
    d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)
    e. Questions of Council/Agency members (No time limit)
    f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
    g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.

4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or

have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions *prior* to the commencement of the testimony.

5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.

6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

2.14.080 Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. ~~Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.~~ Each Council/Agency member will be limited to a total of five (5) minutes in length to discuss all Council/Agency orals listed on the agenda, including requests for Council/Agency action items. The following guidelines apply to "Section 10. Council/Agency Orals and Action Items":

1. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda.

2. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda.
3. Any action item requests and/or major policy issues to be considered on a subsequent agenda must have a Simple Majority roll call vote of the Council/Agency.
4. Any request for Council/Agency action items shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.
5. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

~~D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.~~

~~E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.~~

~~F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.~~

D.~~G.~~ An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.
2. By a Simple Majority roll call vote of the Council/Agency (see Section 2.14.040. General Requirements, H. "Voting Procedures ~~"Section 6.H. "Voting Procedures"~~)

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

2.14.090 Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

2.14.100 Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which

the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

2.14.110 Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made by members of the City Council to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. ~~Never~~ Members of the City Council should avoid publicly ~~criticize~~ criticizing an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through the proper chain of command preferably by private correspondence or conversation. Without limiting any First Amendment, free speech rights, any City Council conduct which circumvents the employees' privacy rights goals and objectives set forth in this Ordinance may result in the offending Councilmember being subject to criticism, public reprimand or censure by other members of the City Council.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this 16th day of November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 16th day of November 2022 and was adopted by the City Council of the City of Montebello at its meeting held on the 14th day of December 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3000 • Sacramento, CA 95811
(916) 322-5660 • Fax (916) 322-0886

The following rules for public participation at Commission meetings were adopted at the FPPC's September 2019 meeting, and may be amended periodically as necessary. Questions regarding the interpretation or enforcement of these rules may be directed to the FPPC's Legal Division.

Time-related Rules:

1. Individuals will have a maximum of three minutes to speak.
2. Individuals requiring translation or interpretive services will have a maximum of six minutes to speak.
3. The three minute speaking time may be changed by the Chair, depending on the number of speakers.
4. Speakers may cede time to an individual spokesperson, but only under the following conditions:
   a. Individuals ceding time forfeit their right to speak on the agenda item.
   b. Designated spokespersons will be provided a maximum of five minutes to address the Commission on a single item.
5. If a speaker is interrupted by a question or comment from a member of the Commission, the Chair, at the Chair's discretion, may offer a reasonable extension of the allotted time in order for the speaker to finish prepared comments, or to respond to Commissioner questions.
6. The Commission reserves the right to limit the total amount of time allocated for all public comments on a particular issue, and may publish such limitation in advance on the agenda for the meeting.
7. If the total amount of time allocated for public comments is limited by the Commission, individuals who do not receive the opportunity to speak due to the expiration of the allocated time may submit comments in writing during the meeting, which comments shall be made part of the record.

Organizational Rules:

1. Except as otherwise directed by the Chair, public comment at meetings shall be received on a first come, first served basis.
2. The Chair, at the Chair's discretion, may take comments out of order.
3. Any speaker who is a compensated spokesperson on behalf of another person or entity shall disclose the person(s) or entity(ies) on whose behalf he or she is speaking.

Rules of Order:

1. A speaker will address only the Commission during public comment, and shall not direct comments at other members of the public in attendance, except with express, advance permission of the Chair.
2. A speaker will yield the floor to any member of the Commission that wishes to ask a question or otherwise speak during the speaker's comment.

3. A speaker shall not use profanity or lewd language in a manner that is disruptive to conducting of the meeting.
4. A speaker shall limit comments to the subject matter of the agenda item being heard.
5. A speaker shall limit comments to matters that are subject to the Commission's jurisdiction.
6. The Chair retains the right to stop any speaker who fails to heed warnings from the Commission that the speaker's comments are repetitious, irrelevant, or abusive to the extent that they are disrupting the meeting. Nothing herein should be interpreted as prohibiting comments solely because they represent or include criticism of acts, omissions, policies, programs, or services of the FPPC.
7. Members of the public in attendance may not purposefully disrupt any speaker or participant of the meeting, including members of the public seeking to provide public comment, through audible comments, gestures, outbursts, or other distractions.
8. Members of the public in attendance may not disrupt any other attendee(s) from viewing, hearing, or legitimately participating, in any material portion of the meeting.
9. Members of the public in attendance may not disrupt any videotaping or audiotaping conducted by the FPPC for the public.
10. Members of the public shall not bring signs, flags, banners, exhibits, marquees, or other demonstrative objects into the meeting room. Members of the public may carry and/or display paper materials no larger than letter-sized paper in the meeting room, provided that such paper materials are displayed below shoulder height, and do not otherwise obstruct the view of any other attendee(s).
11. Any speaker, or other member of the public in attendance, that expressly advocates or encourages another to violate these rules of order, or to otherwise disrupt the meeting, shall be removed at the request of the Chair.
12. If a disturbance occurs in the meeting, the meeting may be stopped by the Chair in order to quell the disturbance or, in the event the disturbance continues, the Commission may take other necessary steps, including clearing the room of up to all members of the public and/or adjourning the meeting.

Rules Related to Audio, Video and Text-based Comments by the Public

1. Speakers who provide commentary at Commission meetings through a remote audio or video link are subject to the same rules as those providing live comments at the meeting, except insofar as the medium makes compliance with any rule impracticable. The Chair will make determinations of impracticability as appropriate.
2. In order to efficiently conduct Commission meetings and prevent unnecessary delay or disruption, any profanity or clearly irrelevant content in a text-based public comment may be redacted before the comment is publicly displayed at a Commission meeting. Original comments will be preserved and available for public inspection following the meeting.
3. The Commission reserves the right to limit and/or reject text-based submissions that are duplicative of submissions (*i.e.*, "cut and paste") that are additionally presented to the Commission in other written form.

4. The Commission reserves the right to limit text-based submissions that are of a length that disrupts the ability of other commenters to have their texts received by the Commission.
5. The Commission recommends that text-based comments not exceed 1,000 characters, and reserves the right to impose character limitations for text-based comments in advance of any meeting.
6. The Commission reserves the right to reject and/or "block" any content that is received from a source that is not a human being.
7. The Commission reserves the right to limit the display of text-based commentary received from any individual commenter if the commenter submits multiple texts with duplicative commentary. Nevertheless, original comments will be preserved and available for public inspection following the meeting.

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2022-23 FIRST QUARTER BUDGET REPORT**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2022-23 First Quarter Budget; and
2. Update the Table of Organization/Master Position Control by adding four (4.0) positions (Attachment C) to various departments; and
3. Approve Resolution No. 22-91(Attachment D) amending the Compensation Plan to add two (2.0) new job classifications; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2022-23 budget was adopted on June 8, 2022. Since adoption, changes (amendments) to the budget have been made. In addition, there are now four months of revenue and expenditure results that allow trends to be analyzed and an updated budget forecast to be presented (i.e., actual results through October 31). In addition, presentation of quarterly reports on a regular basis shows good financial stewardship and promotes transparency.

This First Quarter Budget report will focus on the General Fund, and will provide updated expenditure and revenue projections for the fiscal year. There will also be a brief discussion of the two enterprise funds which record the activity of the City-owned hotels

(Hilton Garden Inn and Home2Suites).

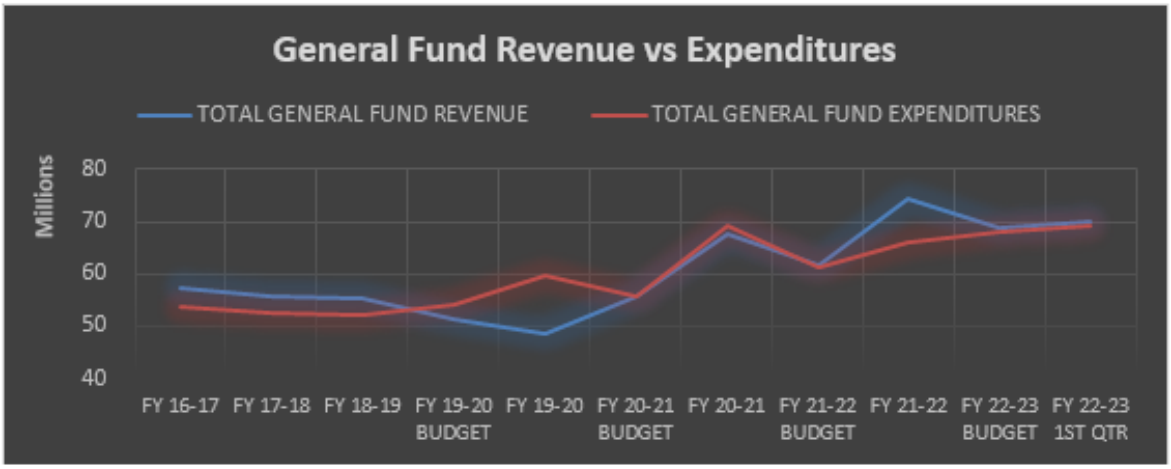
The General Fund budget was adopted with a $695,700 surplus: revenue of $68,685,800 forecasted higher than expenditures of $67,990,100. Since adoption in June, budget amendments have been made to department expenditure appropriations, and new information is available on revenue trends. Updated (unaudited) revenue performance at the June 30, 2022 fiscal year close has provided additional information to update FY 2022-23 revenue projections. Also, four months of actual data provide trends for where expenditures are headed by year-end, allowing for updated estimates to be presented.

The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the adopted budget for FY 2022-23. In addition, a comparison of the unaudited FY 2021-22 actuals are presented:

	FY 21-22 BUDGET	FY 21-22	FY 22-23 BUDGET	FY 22-23 1ST QTR
GENERAL FUND REVENUE	61,719,150	74,311,463	68,685,800	69,973,650
GENERAL FUND EXPENDITURES	61,408,690	66,158,868	67,990,100	69,133,851
	310,460	**8,152,595**	**695,700**	**839,799**

The General Fund closed (unaudited) FY 2021-22 with a surplus (revenue exceeding expenditures) of $8,152,595. That includes the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) in the amount of $6,286,522 as the “Revenue Loss” category per the American Rescue Plan Act (ARPA). This surplus will double the amount of available reserves in the General Fund, pushing fund balance to approximately 22% of operating revenue. The updated projections for FY 2022-23 indicate a $839,799 surplus (revenue exceeding expenditures), a net increase of $144,099 in the surplus.

The chart below provides historical context, plotting actual and budgeted General Fund revenues against expenditures back to FY 2016-17:



There were slight surpluses in actuals pre-pandemic fiscal years (i.e., prior to FY 2019-20). The large gap between revenue and expenditure actuals in FY 2019-20 shows the

impact of lower revenue that was negatively impacted by the pandemic, plus one-time capital expenditures related to infrastructure projects that utilized the 2009 excess bond proceeds: Taylor Ranch Park project, City Hall roof replacement, Police HVAC replacement, etc.

The surplus in FY 2021-22 and the one forecast for the current fiscal continues a positive trend where projected revenue exceeds forecasted expenditures. Having a General Fund surplus helps build available reserves, placing the City on stronger financial footing as fund balance grows as a percentage of operating revenue.

The paragraphs below present a more detailed discussion of the changes based on 1st Quarter actuals and their impact on the forecast for fiscal year end.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL IMPACT:

N/A

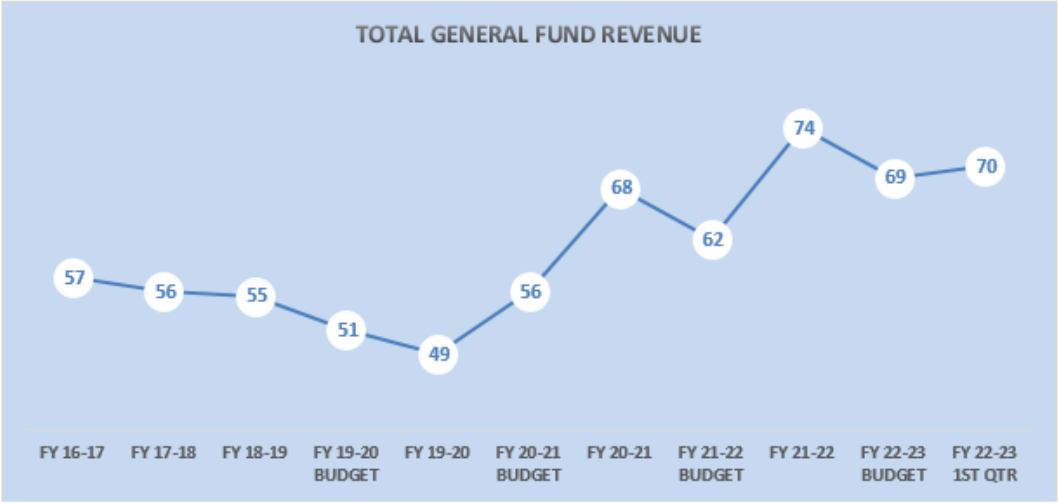
ANALYSIS:

At the time the FY 2022-23 budget was adopted on June 8, 2022, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2021-22 provided additional, unaudited insight into revenue and expenditure performance. That information along with additional data (i.e., actuals) from July – October allows an updated forecast for fiscal year-end to be presented.

Revenue

Overall, General Fund revenue is projected to be $1,287,850 higher than the adopted budget ($69.974 million vs. $68.686 million). This increase represents the net impact of changes to revenue accounts across the General Fund.

The chart and table below present high-level overviews of General Fund revenue – by totals and major revenue category, with FY 2021-22 unaudited amounts included:



	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 ACTUAL	FY 22-23 ADOPTED	FY 21-22 FORECAST (1QTR)	Variance
SALES TAX	22,270,247	20,765,000	25,378,979	25,126,900	25,500,000	373,100
PROPERTY TAX	13,714,582	14,293,100	14,195,130	14,875,000	14,747,400	(127,600)
OTHER TAXES	476,959	610,000	631,085	625,000	575,000	(50,000)
FRANCHISE TAXES	2,316,221	2,163,000	2,300,508	2,445,000	2,730,000	285,000
LICENSES AND PERMITS	5,769,484	5,942,000	7,683,271	6,468,000	6,806,000	338,000
FINES AND FORFEITURES	2,301,787	2,250,000	2,499,502	2,920,000	2,810,000	(110,000)
INVESTMENT INCOME	421,312	575,000	193,103	274,000	525,000	251,000
INTERGOVERNMENTAL	1,096,273	7,500	6,311,327	12,000	12,000	-
CHARGES FOR SERVICE	6,105,784	7,291,850	7,758,585	7,945,800	8,208,350	262,550
OTHER REVENUE	1,640,198	882,500	887,100	982,000	997,800	15,800
Sub-total Operating Revenue	**56,112,847**	**54,779,950**	**67,838,590**	**61,673,700**	**62,911,550**	**1,237,850**
				-		
TRANSFERS IN	3,570,002	4,100,000	3,637,348	4,100,000	4,150,000	50,000
PROCEEDS FROM CAPITAL LEASE	5,785,000	-	-	-	-	-
ADMINISTRATIVE OVERHEAD	2,054,000	2,839,200	2,835,525	2,912,100	2,912,100	-
	11,409,002	**6,939,200**	**6,472,873**	**7,012,100**	**7,062,100**	**50,000**
	67,521,849	**61,719,150**	**74,311,463**	**68,685,800**	**69,973,650**	**1,287,850**

The largest positive change (in dollars) comes in the Sales Tax category, showing an increase of $373,100 over the adopted budget. The pandemic wreaked havoc with the economy and society the past two plus years, but retail activity has improved since. All three categories of sales tax continue to perform positively: 1% Bradley Burns, Measure H, and Monterey Park Marketplace.

The table below shows FY 2020-21 and FY 2021-22 actuals and FY 2022-23 budget and updated forecast for all three separate sources of sales tax:

	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 ACTUALS*	FY 22-23 ADOPTED	1st Quarter Projected	Variance
Sales Tax	13,507,132	12,470,000	14,617,152	14,380,000	14,550,000	170,000
Sales Tax-Monterey Park Mktplce	1,064,486	1,125,000	1,378,534	1,316,900	1,400,000	83,100
Sales Tax-Measure H	7,698,629	7,170,000	9,383,293	9,430,000	9,550,000	120,000
	22,270,247	**20,765,000**	**25,378,979**	**25,126,900**	**25,500,000**	**373,100**

The dollar increases in sales tax projections equates to a 1.5% overall increase (versus adopted budget), with Bradley Burns and Measure H sources increase approximately 1.3% over the budgeted amounts. Staff has conferred with its sales tax consultant (HdL Companies) and feel confident in these updated estimates. Moreover, HdL has indicated that when implementing a new Transaction and Use Tax, it can take one to two years for retailers to fully understand and remit the proper amounts. Heading into the third full year

of Measure H, current trends appear more accurate than at this point in prior fiscal years. Data shows that Measure H consistently trends at approximately 66% of the Bradley Burns total.

Property tax shows a slight decrease of $127,600 when compared to the adopted budget. This decrease is due to re-calibrating FY 2022-23 projections with the unaudited actuals from FY 2021-22. Using last year's secured property tax totals of $4.663 million, and applying the 4.0% assessed value growth rate, returns a projection of $4.850 million, lower than the adopted budget amount of $4.993 million, which was developed utilizing data from April and May of 2022.

The $285,000 increase in the Franchise Taxes category is the net positive impact of the new commercial organic waste charge. The City will receive eleven months of revenue from this charge in FY 2022-23, with the fee beginning August 2022. Subsequent quarterly updates will utilize actuals to more accurately project revenue from this source. However, this is a new and continuing stream of revenue that will positively impact the General Fund going forward.

The increase of $338,000 in the Licenses and Permits category is due to improved performance across the various "building permit" categories: plumbing, electrical, mechanical, etc. As with last fiscal year, there are some relatively large, one-time permits issued related to the Montebello Hills development. These larger permits are not typical, and staff does not build budgets around the totals that include these one-time permits. However, they do help with annual revenue and the General Fund benefits from that activity. As with the FY 2022-23 budget, the FY 2023-24 revenue budget for this category will be built utilizing "typical" annual revenue totals.

There is an additional source of new (continuing) revenue to the General Fund in the Charges for Services category: fees related to new digital billboards. The City Council is considering the second reading to approve development agreements that would net the City $50,000 annually in on-going revenue. In addition, the City will receive a one-time incentive fee totaling $150,000 from the development agreements. Both of these new revenue streams are included in the FY 2022-23 forecast, and contribute to the increase of $262,550 in the Charges for Services revenue category.

Investment Income is projected to be $251,000 higher than budgeted. Higher interest rates are helping with this source of revenue, by increasing the yield on the City's pooled cash. In addition, as the City maintains its high liquidity, there is a larger pool which is earning interest – more available cash that can earn a yield.

Transfers In (non-operating) revenue will increase slightly by $50,000. This particular Transfer In reimburses the General Fund for pension related expenses, utilizing revenue from the Property Tax Override. Staff conducts a quarterly "true-up" of all pension related expenses and transfers in that amount from the Retirement Fund (Fund 205).

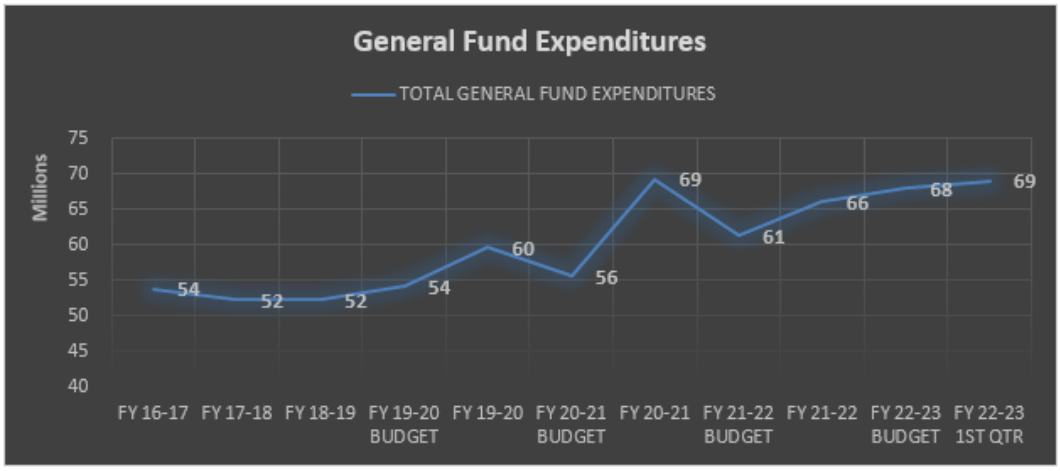
The additional $1.288 million in General Fund revenue projected for FY 2022-23 is a positive sign of the recovering economy, improved City operations, addition of new

ongoing and one-time sources of revenue and other related changes. Staff will continue monitoring revenue actuals, and will present an updated forecast with the 2nd Quarter (mid-year) budget update.

Expenditures

General Fund expenditures are projected to be $69,133,851 for FY 2022-23. This $1,143,751 (1.7%) increase over the adopted budget takes into account budget amendments approved by the City Council since July, encumbrance rollovers from the prior year, and updated forecasts for various line-item expense categories. The amended budget total is $69,403,306, a $1,413,206 increase over the adopted budget. Approximately $1.3 million of this increase to the adopted budget is from encumbrance roll-overs (open purchase orders) in the Public Works (sewer repairs), Community Development (general plan update), Police (body worn cameras) and Fire (battalion command vehicles) Departments.

The chart below provides a historical trend back to FY 2016-17 of General Fund expenditures (actuals and budget):



The table below shows – by Department/operational area – unaudited FY 2021-22 results, the adopted and amended budgets for FY 2022-23, as well as the updated projections based on actuals through October. The "Variance" column shows whether the 1st Quarter projected amount is greater than (positive amount) or less than (negative amount) the amended budget:

	2021-22 Actuals	2022-23 ADOPTED BUDGET	2022-23 AMENDED BUDGET	2022-23 1stQ Forecast	Forecast vs. Amended
Elected / Administration	2,700,356	2,736,200	2,766,200	2,827,792	61,592
Community Development	2,370,064	2,602,450	2,998,672	2,686,116	(312,556)
Finance / Non-Departmental	8,164,162	5,807,400	5,826,431	6,064,470	238,039
Fire	15,300,038	16,887,400	17,243,017	17,408,826	165,809
Human Resources - Information Tech	2,019,760	2,298,300	2,344,636	2,309,305	(35,331)
Parks and Recreation	5,992,388	3,140,600	3,149,896	3,615,941	466,045
Police	18,820,788	19,611,000	19,795,731	19,453,955	(341,776)
Public Works	10,791,312	14,906,750	15,278,723	14,767,446	(511,277)
	66,158,868	**67,990,100**	**69,403,306**	**69,133,851**	**(269,455)**

For Administration (which includes the City Manager's office, City Attorney and elected officials), the primary reasons for the projected overage of $61,592 is increased legal costs, and additional expenses for the Citywide rebranding effort (i.e., contract with "789, Inc."). Finance/Non-Departmental projected overage is from two primary sources, all in the Non-Departmental budget: increased retiree health benefit costs and expense of remaining 2009 excess bond proceeds as projects are completed (i.e., purchase orders rolled over from the prior fiscal year).

The $511,277 variance (projected savings) in Public Works is from the overall net savings in various contract services across all divisions, regular (full-time) salary savings in Building Maintenance and Building Services (vacancies in budgeted positions), supplies line-item savings in Park Maintenance, and projected savings with the Citywide landscape contract. These areas of projected savings offset additional (increased) costs for sewer maintenance and various professional services.

The Police Department is projecting to come in under budget by $341,776. While there are increases in overtime in the Patrol Division, this is offset by savings in regular salaries (full-time) in the Communications Division. As explained in another agenda report, the Communication Division has seen significant vacancies in the Dispatcher I/II classifications. Hence the increase to overtime, as Police Officers pick up for the staffing shortages in Communications.

Parks and Recreation is projecting an additional $466,045 in expenses, primarily in the area of part-time wages. As the City expands its special events, and maintains City Hall screening/lobby staffing, part-time salary expenses are trending higher than budgeted. At this point, Staff will monitor these expenses and make recommendations – if necessary – with the 2nd Quarter Budget update to amend the budget.

The Fire Department is currently trending to have an additional $165,809 in expenses versus the amended budget. There are a few primary causes for this: regular (full-time) salaries for MCAP staff are currently hitting the General Fund, overtime in the Suppression and Prevention Divisions are trending higher (vacancies in full-time positions), building repairs/upgrades to the EOC that were not included in the adopted budget, and the Communications Division filled a vacant position sooner than anticipated. As with other Departments, Staff will monitor these trends and make recommendations as part of the 2nd Quarter budget update as it relates to budget amendments.

For the Community Development Department, the current trend for contract parking enforcement services is showing savings, contributing to the $312,556 under-budget amount. There is also an encumbrance of $373,000 related to work on the City's General Plan. There is a $310,000 grant the Department received from the State (SB2 Grant) that will help offset these expenses, with the potential to further reduce projected expenditures once the grant reimbursement is completed.

Table of Organization

Another recommended action is to update the Master Position Control by adding four

(4.0) full-time equivalent (FTE) positions (Attachment C). The proposal is to add two "Senior Administrative Assistants:" one in the Public Affairs/Information Technology Department and one in Administration. The other two positions – which are also new classifications – will be "Principal Risk Officer" and "Risk Management Assistant," both added to the Human Resources Department. Both risk positions will assist in reducing the reliance on third-party contract support and cost. The current third party general liability cost is $89,116 per year and as a result of these additional positions, this portion of that agreement will be reduced.The in-housing of the risk positions will expedite claims by streaming and managing general liability matters that result in efficiently curing cases that minimize on-going costs.

In addition to updating the Master Position Control to add these two positions to Human Resources, it is necessary to amend the "Compensation Plan and Table of Organization" Resolution (Attachment D), adding the new classifications of "Principal Risk Officer" and "Risk Management Assistant" with each position's associated pay range (per the new citywide salary schedule).

The "Compensation Plan" Resolution (Attachment D) is also being amended to update the salary range for Building Official. Given current market conditions, it is necessary to move the salary range of this position from Range 49 to Range 59. The salary range change will assist in recruitment efforts for this vital position – there is a current vacancy in Public Works and the Department has been challenged in finding candidates. This change to the salary range will not impact any current employees as the position is vacant.

This position is represented by the Montebello Management and Professionals Association (MMPA). As required, meet and confer was conducted to discuss this salary range adjustment, and both the association and management (City) agreed to the change. A formal amendment to the existing MMPA MOU will be necessary, and that will be brought to the City Council at a future date.

Hilton Garden Inn and Home2Suites (Revenue and Expenditures)

The City's two hotels have revenue and expenditure activity recorded in separate Enterprise Funds (Fund 620 for Hilton Garden Inn and Fund 625 for Home2Suites). These are separate and independent from each other, and also distinct from any Golf Course or Quiet Cannon operations (which have revenue and expenditures recorded in a separate fund, Fund 610).

To that end, it is useful to present first quarter results for both hotels, and provide a comparison to first quarter results from prior fiscal years. The table below shows FY 2019-20 through FY 2022-23 first quarter results for each hotel, with full year FY 2021-22 actuals presented for comparison:

	1st Quarter				1st Quarter
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2021-22 Actuals	FY 2022-23
Hilton Garden Inn (Fund 620)					
REVENUE	1,752,931	28,908	1,327,356	5,359,743	1,707,326
EXPENDITURES	1,047,179	195,879	891,218	5,088,671	1,081,158
	705,752	**(166,971)**	**436,139**	**271,072**	**626,168**
Home2 Suites (Fund 625)					
REVENUE	3,104,301	1,830,783	3,007,417	12,062,484	3,272,052
EXPENDITURES	1,399,158	862,748	1,301,370	9,782,114	1,568,537
	1,705,143	**968,035**	**1,706,047**	**2,280,370**	**1,703,515**

The Hilton Garden Inn performed well in FY 2021-22, showing a recovery from prior years when occupancy was negatively impacted by the pandemic, as well as the required remodel of the hotel where it was closed for six months. The hotel's FY 2021-22 unaudited results show $5,359,743 in revenue against $5,088,671 in expenses, for a $271,072 surplus. For the current fiscal year, revenue has picked up markedly from the same point one year ago, and even more so when comparing 1st Quarter of FY 2019-20. Year to date revenues are $1,707,326 versus $1,081,158 in expenditures. Expenditures for the current year are also up versus last year. But this is due to the hotel being open, requiring increased staff, supplies and related expenses.

The Home2Suites hotel performed very well last fiscal year, ending with a $2,280,370 surplus ($12,062,484 million in revenue against $9,782,114 million in expenditures). Revenue for the current fiscal year is up when compared to the prior year: $3,272,052 vs. $3,007,417. In addition, expenditures are trending higher in the current fiscal year: $1,568,537 versus $1,301,370. This trend is not surprising given the rising costs of goods and labor.

The continuing economic recovery, especially in the leisure and travel industries as the pandemic's negative impacts lessen, will have a positive impact on the City's hotels, allowing for the return to pre-pandemic travel patterns and an increase in occupancy rates and room revenue. Staff will continue monitoring the City's hotels and reporting their performance on a quarterly basis.

SUMMARY:

This 1st Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first four months of FY 2022-23 (July – October). The addition of four (4.0) positions to the Table of Organization is being proposed along with amending the Compensation Plan and Table of Organization Resolution to include two (2.0) new classifications. This initial budget "check-in" is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance.

The General Fund is projected to have a $839,799 surplus (revenue over expenditures) for FY 2022-23 ($69,973,650 in revenue versus $69,133,851 in expenditures).

Staff will continue monitoring revenue and expenditure trends in the coming months, and will utilize the additional data to provide a budget update for the 2nd Quarter (mid-year). The 2nd Quarter budget report will also serve as the beginning of budget development for next year, utilizing projections to build next year's budget.

City Council is being asked to receive and file this report and presentation, as well as approve updating the Master Position Control (Attachment C) and amending the Compensation and Table of Organization Resolution (Attachment D).

ATTACHMENT(S)

1. Attachment A - Revenue Summary 1st Quarter
2. Attachment B - Expenditure Summary 1st Quarter
3. Attachment C - Master Position Control 1st Quarter Budget
4. Attachment D - Resolution No. 22-91, Compensation Plan FY 2022-23 1st Quarter

NEXT STEPS:

N/A

General Fund Revenue Summary - by Major Category
Fiscal Years 2016-17 - 2022-23
Actuals, Budget and Forecasted

ATTACHMENT A

	FY 16-17 ACTUAL	FY 17-18 ACTUAL	FY 18-19 ACTUAL	FY 19-20 ADOPTED	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 ACTUAL*	FY 22-23 ADOPTED	1ST QTR PROJECTED	Variance - Budget v 1st Qtr
SALES TAX	13,267,373	13,118,981	14,031,972	13,146,732	12,817,884	18,241,000	22,270,247	20,765,000	25,378,979	25,126,900	25,500,000	373,100
PROPERTY TAX	11,042,346	11,359,512	12,191,977	12,740,406	12,701,368	13,026,000	13,714,582	14,293,100	14,195,130	14,875,000	14,747,400	(127,600)
OTHER TAXES	553,462	585,960	614,485	658,200	533,005	599,000	476,959	610,000	631,085	625,000	575,000	(50,000)
FRANCHISE TAXES	1,493,956	2,141,450	2,224,087	2,315,185	2,199,916	2,272,000	2,316,221	2,163,000	2,300,508	2,445,000	2,730,000	285,000
LICENSES AND PERMITS	4,186,912	4,452,210	6,215,378	5,132,840	4,776,531	4,872,800	5,769,484	5,942,000	7,683,271	6,468,000	6,806,000	338,000
FINES AND FORFEITURES	2,251,384	2,185,022	2,165,922	2,023,694	2,186,401	2,600,000	2,301,787	2,250,000	2,499,502	2,920,000	2,810,000	(110,000)
INVESTMENT INCOME	991,127	1,215,614	679,437	402,706	367,133	350,000	421,312	575,000	193,103	274,000	525,000	251,000
INTERGOVERNMENTAL	2,239	6,493	11,003	11,762	10,160	5,500	1,096,273	7,500	6,311,327	12,000	12,000	-
CHARGES FOR SERVICE	6,569,905	6,451,686	6,662,699	6,919,770	6,066,829	7,020,300	6,105,784	7,291,850	7,758,585	7,945,800	8,208,350	262,550
OTHER REVENUE	(2,317)	(10,760)	211,746	-	259,247	384,000	1,640,198	882,500	887,100	982,000	997,800	15,800
Sub-total Operating Revenue	**40,356,387**	**41,506,168**	**45,008,706**	**43,351,295**	**41,918,474**	**49,370,600**	**56,112,847**	**54,779,950**	**67,838,590**	**61,673,700**	**62,911,550**	**1,237,850**
	-	-	-	-	-	-	-	-	-	-	-	-
TRANSFERS IN	14,645,170	12,257,328	6,758,437	5,888,806	3,987,540	4,300,000	3,570,002	4,100,000	3,637,348	4,100,000	4,150,000	50,000
PROCEEDS FROM CAPITAL LEASE	591,423	9,725	1,547,962	-	815,153	-	5,785,000	-	-	-	-	-
ADMINISTRATIVE OVERHEAD	1,700,004	1,887,113	1,886,402	2,106,117	1,883,090	2,030,500	2,054,000	2,839,200	2,835,525	2,912,100	2,912,100	-
Sub-total NON-Operating Revenue	**16,936,597**	**14,154,166**	**10,192,801**	**7,994,923**	**6,685,783**	**6,330,500**	**11,409,002**	**6,939,200**	**6,472,873**	**7,012,100**	**7,062,100**	**50,000**
TOTAL GENERAL FUND REVENUE	**57,292,984**	**55,660,334**	**55,201,507**	**51,346,218**	**48,604,257**	**55,701,100**	**67,521,849**	**61,719,150**	**74,311,463**	**68,685,800**	**69,973,650**	**1,287,850**

**FY 21-22 actuals are unaudited amounts*

General Fund Expenditure Summary - by Department/Functional Area
Fiscal Years 2016-17 - 2022-23
Actuals, Budget and Forecasted

ATTACHMENT B

	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 ADOPTED Budget	2021-22 Actuals*	2022-23 ADOPTED BUDGET	2022-23 AMENDED BUDGET	1ST QTR PROJECTED	Variance - Budget v 1st Qtr
Elected / Administration	1,443,318	1,696,595	2,609,361	2,392,931	2,473,138	2,354,400	2,700,356	2,736,200	2,766,200	2,827,792	61,592
Community Development	1,770,851	1,637,830	2,029,591	1,612,140	1,752,274	2,489,820	2,370,064	2,602,450	2,998,672	2,686,116	(312,556)
Finance / Non-Departmental	6,352,462	5,164,206	4,335,054	6,852,611	14,113,482	5,129,100	8,164,162	5,807,400	5,826,431	6,064,470	238,039
Fire	12,542,175	12,472,672	12,901,041	15,114,996	15,310,306	15,814,270	15,300,038	16,887,400	17,243,017	17,408,826	165,809
Human Resources - Information Tech	1,087,205	803,431	866,145	1,239,180	1,742,602	1,928,000	2,019,760	2,298,300	2,344,636	2,309,305	(35,331)
Parks and Recreation	3,137,144	3,212,671	3,322,872	4,472,874	5,078,363	5,361,550	5,992,388	3,140,600	3,149,896	3,615,941	466,045
Police	19,518,540	19,217,922	18,214,825	19,223,841	18,916,427	18,818,950	18,820,788	19,611,000	19,795,731	19,453,955	(341,776)
Public Works	8,054,815	8,160,100	8,056,232	8,865,983	9,998,328	9,512,600	10,791,312	14,906,750	15,278,723	14,767,446	(511,277)
	53,906,510	**52,365,427**	**52,335,121**	**59,774,556**	**69,384,920**	**61,408,690**	**66,158,868**	**67,990,100**	**69,403,306**	**69,133,851**	**(269,455)**

**FY 21-22 actuals are unaudited amounts*

City of Montebello

Fiscal Year 2022-23 Budget

Master Position Control, by Department*

**Includes updated classifications per approved "Classification and Compensation Study"*

POSITIONS ADDED

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 ADOPTED	FY 2022-23 AMENDED*	Variance
Elected						**AS OF 11/16/2022*	
City Councilmember	5.0	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	**7.0**	**7.0**	**7.0**	**7.0**	**7.0**	**0.0**
Administration							
City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Director of Public Affairs/Information Technology	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Assistant Director of Public Affairs	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	**1.0**	**1.0**	**0.0**	**0.0**	**0.0**	**2.0**	**0.0**
	6.0	**8.0**	**8.0**	**8.0**	**9.0**	**11.0**	**1.0**
Finance							
Director of Finance	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director or Finance	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Accountant	4.0	4.0	4.0	4.0	5.0	5.0	1.0
Senior Finance Technician	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Finance Technician	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	19.0	**20.0**	**21.0**	**21.0**	**22.0**	**22.0**	**1.0**
Fire							
Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	3.0	3.0	3.0	4.0	4.0	1.0
Fire Captain	12.0	13.0	13.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	0.0	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Deputy Fire Marshal**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
~~**Community Risk Reduction and Education Coordinator**~~	~~**0.0**~~	~~**0.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
Senior Fire Inspector	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Diretor of Fire	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	2.0	2.0	2.0	2.0	2.0	2.0	0.0
~~**Telecommunications Manager**~~	~~**0.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~
Public Saftey Radio Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Safetry Radio Technician	0.0	0.0	1.0	1.0	2.0	2.0	1.0
Social Work Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Field Response Case Coordinator	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	2.0	0.0
	59.0	**70.0**	**73.0**	**76.0**	**76.0**	**76.0**	**0.0**

City of Montebello

Fiscal Year 2022-23 Budget

Master Position Control, by Department*

**Includes updated classifications per approved "Classification and Compensation Study"*

POSITIONS ADDED

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 ADOPTED	FY 2022-23 AMENDED*	Variance
Human Resources and Information Technology							
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Principal Risk Officer	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1.0**	
Human Resources Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	1.0	1.0	1.0	2.0	2.0	1.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**1.0**	**0.0**
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Information Systems Manager	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Information Systems Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	3.0	3.0	3.0	3.0	3.0	3.0	0.0
	12.0	**12.0**	**14.0**	**14.0**	**16.0**	**18.0**	**2.0**
Planning and Community Development							
Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Building Official**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
Housing Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	0.0	2.0	2.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	3.0	4.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	0.0	0.0	0.0	2.0	2.0	2.0
~~**Combination Builidng Inspector**~~	~~**0.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
~~**Buiding Permit Technician**~~	~~**1.0**~~	~~**1.0**~~	~~**2.0**~~	~~**2.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-2.0**~~
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	2.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	12.0	**19.0**	**21.0**	**21.0**	**20.0**	**20.0**	**-1.0**
Police							
Police Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	5.0	5.0	6.0	6.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	23.0	23.0	0.0
Police Officer	33.0	33.0	32.0	32.0	32.0	32.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Parking Control Officer**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	101.0	**102.0**	**102.0**	**102.0**	**102.0**	**102.0**	**0.0**

City of Montebello

Fiscal Year 2022-23 Budget

Master Position Control, by Department*

**Includes updated classifications per approved "Classification and Compensation Study"*

POSITIONS ADDED

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 ADOPTED	FY 2022-23 AMENDED*	Variance
Public Works							
Director of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	1.0	1.0	1.0	2.0	2.0	1.0
Deputy Director	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Principal Engineer	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Assistant Engineer	0.0	0.0	1.0	2.0	2.0	2.0	0.0
Building Official	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Combination Builidng Inspector	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Buiding Permit Technician	0.0	0.0	0.0	0.0	2.0	2.0	2.0
Public Works Inspector	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Public Works Superintendent	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Park Maintenance Supervisor	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Assistant Tree Maintenance Supervisor**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~
Building Maintenance Tradeworker II	0.0	0.0	0.0	0.0	2.0	2.0	2.0
Electrician	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Plumber	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Maintenance Worker	7.0	14.0	14.0	14.0	22.0	22.0	8.0
Senior Management Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	12.0	**21.0**	**23.0**	**25.0**	**46.0**	**46.0**	**21.0**

**Transfer 7.0 FTE from Parks and Recreation - Golf Course Operations, October, 2020*

Recreation and Community Services							
Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Recreation & Community Services Superintendent****~~	0.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Park Maintenance Supervisor**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-1.0**~~
~~**Building Maintenance Tradeworker II**~~	~~**2.0**~~	~~**2.0**~~	~~**2.0**~~	~~**2.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-2.0**~~
~~**Maintenance Worker**~~	~~**8.0**~~	~~**8.0**~~	~~**8.0**~~	~~**8.0**~~	~~**0.0**~~	~~**0.0**~~	~~**-8.0**~~
Recreation Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Community Services Coordinator	3.0	4.0	4.0	4.0	4.0	4.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
~~**Golf Course Superintendent / Facility Manager****~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~
~~**Golf Cart Mechanic***~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~
~~**Golf Course Equipment Mechanic***~~	~~**1.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~	~~**0.0**~~
	21.0	**20.0**	**21.0**	**21.0**	**11.0**	**11.0**	**-10.0**

**Golf Course personnel transferred to Public Works as "Maintenance Worker" classification*

***Recreation & Comm Services Superintendent transferred to Public Works as "Public Works Superintendent"*

City of Montebello

Fiscal Year 2022-23 Budget

Master Position Control, by Department*

**Includes updated classifications per approved "Classification and Compensation Study"*

POSITIONS ADDED

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	FY 2022-23 ADOPTED	FY 2022-23 AMENDED*	Variance
Transportation							
Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	0.0	0.0	2.0	1.0	1.0	-1.0
Public Information Officer	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Transit Administration Manager	1.0	2.0	2.0	2.0	1.0	1.0	-1.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Shop Maintenance Supervisor	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	10.0	12.0	12.0	15.0	15.0	15.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Procurement Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0	1.0
Management Analyst	1.0	3.0	3.0	3.0	4.0	4.0	1.0
Transit Planner	0.0	0.0	0.0	1.0	1.0	1.0	0.0
~~Associate Planner~~	~~0.0~~	~~0.0~~	~~1.0~~	~~0.0~~	~~0.0~~	~~0.0~~	~~0.0~~
Account Clerk	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	2.0	3.0	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Bus Operator	105.0	105.0	120.0	120.0	150.0	150.0	30.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	1.0	1.0	1.0	1.0	2.0	2.0	1.0
~~Maintenance Worker~~	~~1.0~~	~~1.0~~	~~1.0~~	~~1.0~~	~~0.0~~	~~0.0~~	~~-1.0~~
Storekeeper	3.0	3.0	3.0	3.0	3.0	3.0	0.0
Administrative Assistant	4.0	5.0	5.0	5.0	5.0	5.0	0.0
	170.0	**182.0**	**199.0**	**204.0**	**234.0**	**234.0**	**30.0**
Total Full-Time Employees	**419.0**	**461.0**	**489.0**	**499.0**	**543.0**	**547.0**	**44.0**
Total Full-Time Employees Net Elected	**412.0**	**454.0**	**482.0**	**492.0**	**536.0**	**540.0**	**44.0**

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 202-22 AMENDED	FY 2022-23 PROPOSED	FY 2022-23 AMENDED	Variance
Administration	6.0	8.0	8.0	8.0	9.0	11.0	1.0
Community Development	12.0	19.0	21.0	21.0	20.0	20.0	-1.0
Finance	19.0	20.0	21.0	21.0	22.0	22.0	1.0
Fire	59.0	70.0	73.0	76.0	76.0	76.0	0.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	16.0	18.0	2.0
Parks and Recreation	21.0	20.0	21.0	21.0	11.0	11.0	-10.0
Police	101.0	102.0	102.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	46.0	46.0	21.0
Transit	170.0	182.0	199.0	204.0	234.0	234.0	30.0
	412.0	**454.0**	**482.0**	**492.0**	**536.0**	**540.0**	**44.0**

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 DOES RESOLVE 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	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	$132,654	$165,666
Fire Captain	46	$101,101	$126,262
Police Captain	63	$153,838	$192,122
Police Lieutenant	57	$132,654	$165,666
Police Sergeant	48	$106,220	$132,654
Senior Fire Inspector	38	$82,979	$103,629

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	$38,595	$48,199
Administrative Assistant	5	$36,735	$45,877
Assistant Engineer	33	$73,341	$91,593
Assistant Planner	27	$63,242	$78,980
Building Inspector	26	$61,699	$77,054
Building Maintenance Tradeworker I	11	$42,601	$53,203
Building Maintenance Tradeworker II	14	$45,877	$57,294
Business License Technician	11	$42,601	$53,203
Combination Building Inspector	35	$77,054	$96,230
Community Outreach Specialist	21	$54,533	$68,104
Community Risk Reduction Coordinator	32	$71,552	$89,359
Community Services Coordinator	13	$44,758	$55,896
Court Liaison	12	$43,666	$54,533
Custodian	7	$38,595	$48,199
Engineering Technician	22	$55,896	$69,807

Finance Technician	14	$45,877	$57,294
Fire Engineer	40	$87,179	$108,875
Fire Inspector	21	$54,533	$68,104
Firefighter	35	$77,054	$96,230
Human Resources Technician	27	$63,242	$78,980
Lead Finance Technician	23	$57,294	$71,552
Maintenance Worker	10	$41,562	$51,905
Parking Control Officer	12	$43,666	$54,533
Payroll Coordinator	24	$58,726	$73,341
Payroll Specialist	21	$54,533	$68,104
Permit Technician	17	$49,404	$61,699
Police Community Service Officer	16	$48,199	$60,194
Police Corporal	41	$89,359	$111,597
Police Dispatcher I	22	$55,896	$69,807
Police Dispatcher II	27	$63,242	$78,980
Police Officer	38	$82,979	$103,629
Police Records Technician	9	$40,548	$50,639
Property & Evidence Technician I	18	$50,639	$63,242
Public Information Coordinator	24	$58,726	$73,341
Public Safety Radio Technician	30	$68,104	$85,053
Public Works Inspector	27	$63,242	$78,980
Records Coordinator	22	$55,896	$69,807
Risk Management Assistant	12	$43,666	$54,533
Senior Building Inspector	31	$69,807	$87,179
Senior Finance Technician	21	$54,533	$68,104
Senior Permit Technician	21	$54,533	$68,104

SMART-TD CLASSIFIED NON-MANAGEMENT		**ANNUAL MINIMUM**	**ANNUAL MAXIMUM**
Body Shop Mchanic (effective 1/3/21)		*$52,584*	*$67,116*
Bus Operator (effective 1/3/21)		*$43,068*	*$54,972*
Equipment Mechanic A (effective 1/3/21)		*$52,584*	*$67,116*
Equipment Service Worker (effective 1/3/21)		*$37,092*	*$47,340*
Storekeeper (eff 1/3/21)		*$45,288*	*$57,792*

UNCLASSIFIED MANAGEMENT	**RANGE**	**ANNUAL MINIMUM**	**ANNUAL MAXIMUM**
Accounting Manager	43	$93,883	$117,247
Accounting Supervisor	30	$68,104	$85,053
Assistant City Manager	74	$201,848	$252,081
Assistant Director of Finance	55	$126,262	$157,684
Assistant Director of Fire	54	$123,182	$153,838
Assistant Director of Planning and Community Development	55	$126,262	$157,684
Assistant Director of Public Affairs	55	$126,262	$157,684
Assistant Director of Public Works	54	$123,182	$153,838

Assistant Director of Recreation & Community Services	51	$114,387	$142,854
Assistant Director of Transportation	54	$123,182	$153,838
Assistant Fire Chief	62	$150,086	$187,436
Assistant Police Chief	65	$161,626	$201,848
Associate Engineer	40	$87,179	$108,875
Building Maintenance Supervisor	30	$68,104	$85,053
Building Official	**59**	**$139,369**	**$174,053**
City Manager	*	$334,624	$334,624
Code Enforcement Manager	38	$82,979	$103,629
Construction Manager	48	$106,220	$132,654
Crime Prevention Supervisor	34	$75,175	$93,883
Deputy Director of Public Works	52	$117,247	$146,425
Deputy Director of Transportation	52	$117,247	$146,425
Deputy Fire Chief	58	$135,970	$169,808
Director of Finance	68	$174,053	$217,369
Director of Human Resources	68	$174,053	$217,369
Director of Planning & Community Development	65	$161,626	$201,848
Director of Public Affairs/Information Technology	65	$161,626	$201,848
Director of Public Works/City Engineer	69	$178,405	$222,803
Director of Recreation & Community Services	64	$157,684	$196,925
Director of Transportation	66	$165,666	$206,895
Dispatch Supervisor	32	$71,552	$89,359
Economic Development Manager	50	$111,597	$139,369
Finance Supervisor	32	$71,552	$89,359
Fire Chief	71	$187,436	$234,082
Fire Marshal	50	$111,597	$139,369
Fleet Maintenance Manager	44	$96,230	$120,178
Fleet Maintenance Supervisor	33	$73,341	$91,593
Fleet Services Manager	42	$91,593	$114,387
Fleet Services Supervisor	22	$55,896	$69,807
Grants & Project Administrator	36	$78,980	$98,636
Housing Manager	48	$106,220	$132,654
Human Resources Analyst	34	$75,175	$93,883
Human Resources Manager	48	$106,220	$132,654
Information Systems Manager	49	$108,875	$135,970
Information Systems Supervisor	39	$85,053	$106,220
Management Analyst	28	$64,823	$80,955
Maintenance Manager	44	$96,230	$120,178
Office Manager	27	$63,242	$78,980
Park Maintenance Supervisor	30	$68,104	$85,053
Planner	35	$77,054	$96,230
Planning Manager	49	$108,875	$135,970
Police Chief	72	$192,122	$239,934
Police Records Supervisor	31	$69,807	$87,179
Principal Engineer	52	$117,247	$146,425

Principal Risk Officer	**59**	**$139,369**	**$174,053**
Public Information Officer	32	$71,552	$89,359
Public Safety Radio Supervisor	39	$85,053	$106,220
Public Works Inspector	27	$63,242	$78,980
Public Works Manager	37	$80,955	$101,101
Public Works Superintendent	41	$89,359	$111,597
Recreation Manager	35	$77,054	$96,230
Recreation Supervisor	29	$66,443	$82,979
Revenue Supervisor	30	$68,104	$85,053
Risk Management Analyst	30	$68,104	$85,053
Risk Manager	50	$111,597	$139,369
Senior Deputy City Clerk	39	$85,053	$106,220
Senior Economic Development Coordinator	34	$75,175	$93,883
Senior Human Resources Analyst	41	$89,359	$111,597
Senior Management Analyst	36	$78,980	$98,636
Senior Planner	41	$89,359	$111,597
Senior Procurement Analyst	33	$73,341	$91,593
Social Work Supervisor	38	$82,979	$103,629
Street Maintenance Supervisor	32	$71,552	$89,359
Superintendent/Facility Manager	38	$82,979	$103,629
Transit Administration Manager	45	$98,636	$123,182
Transit Assistant Manager	34	$75,175	$93,883
Transit Operations Manager	46	$101,101	$126,262
Transit Planner	28	$64,823	$80,955
Transit Supervisor	26	$61,699	$77,054
Warehouse Supervisor	26	$61,699	$77,054

The City Manager's salary is set by separate City Council approved contract.

UNCLASSIFIED NON-MANAGEMENT	**RANGES**	**ANNUAL MINIMUM**	**ANNUAL MAXIMUM**
Accountant	26	$61,699	$77,054
Code Enforcement Coordinator	10	$41,562	$51,905
Code Enforcement Officer	25	$60,194	$75,175
Crime Analyst	32	$71,552	$89,359
Deputy City Clerk	24	$58,726	$73,341
Economic Development Coordinator	26	$61,699	$77,054
Field Response Case Coordinator	11	$42,601	$53,203
Firefighter/Paramedic Trainee	21	$54,533	$68,104
Information Systems Analyst	34	$75,175	$93,883
Information Systems Technician	18	$50,639	$63,242
Police Trainee	21	$54,533	$68,104
Risk Management Assistant	**19**	**$51,905**	**$64,823**
Senior Accountant	35	$77,054	$96,230
Senior Administrative Assistant	13	$44,758	$55,896

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		15.00	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		15.92	20.31
Bus Operator		18.93	20.68
Clerical Assistant		15.00	18.33
Code Enforcement Technician		15.00	16.84
Community Services Aide - SYEP		15.00	14.00
Equipment Service Worker		15.00	19.11
Field Maintenance Worker		15.00	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		15.00	18.33
Intern		15.00	18.33
Lifeguard		15.00	16.64
Maintenance Worker		15.92	20.31
Mechanic's Assistant		15.00	17.49
Park Ranger		15.00	19.30
Parking Control Officer		18.72	21.28
Police Cadet		15.14	19.33
Police Community Services Officer		15.00	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		15.00	16.22
Recreation Leader II		15.00	17.79
Recreation Leader III		15.00	18.75
Recreation Leader IV		16.71	20.55
Risk Management Assistant		15.00	21.45
Secretary		15.00	17.90
Senior Lifeguard		16.15	18.27
Senior Project Manager		63.87	77.66
Transportation Revenue Coordinator		15.93	20.22
Transportation Specialist		15.00	24.45

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 Novemer 16, 2022.

APPROVED AND ADOPTED this 16th day of November, 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-__ was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 16th day of November, 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO'S. 2454, 2455, AND 2456 APPROVING DEVELOPMENT AGREEMENTS (DA02-22, 03-22, AND 04-22) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC FOR PROPERTY AT 1720 S. BLUFF ROAD, 1633 WASHINGTON BOULEVARD, AND 1915 W. WHITTIER BOULEVARD**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive second reading and adopt Ordinance No. 2454 approving a Development Agreement (DA 02-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment A), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
2. Waive second reading and adopt Ordinance No. 2455 approving a Development Agreement (DA 03-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
3. Waive second reading and adopt Ordinance No. 2456 approving a Development Agreement (DA 04-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1915 W. Whittier Blvd. (Attachment C),

and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and

4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Pursuant to the Development Agreements (DA Nos. 02-22, 03-22, and 04-22), Clear Channel Outdoor, LLC will provide the following public benefits: 1) a one-time Development Agreement signing bonus totaling $100,000 (signing bonus of $20,000 per sign face); 2) an annual development fee totaling $50,000 per year ($10,000 per sign face) for the five (5) digital sign faces; 3) a one-time processing fee of $10,000 per digital sign; and 4) City use of the digital signs for advertising public service announcements and City-related public messages at no charge to the City, subject to available space.

These public benefits will be new sources of General Fund revenue -- one-time and ongoing. The $50,000 annual fee will be ongoing revenue for the term of the development agreements, and will increase revenue in Fiscal Year 2022-23 based on the execution dates of the development agreements. In addition, the one-time revenues will increase General Fund revenue in FY 2022-23, and those funds will be available for typical General Fund operating uses. Going forward, subsequent budgets will be built using the additional $50,000 in annual revenue.

BACKGROUND/DISCUSSION:

Clear Channel Outdoor, LLC (the "Applicant") currently operates 24 existing poster panel (or static) outdoor advertising sign faces on 13 structures located along streets within the City of Montebello. This request includes the approval of three separate development agreements to allow for the relocation in-place of six (6) existing static sign faces located on three separate dual-faced sign poles within the City.

These existing static sign faces are currently located at 1720 S. Bluff Road, 1633 Washington Blvd., and 1915 W. Whittier Blvd. (collectively "the Properties"). The proposed relocation in-place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage within the City. As part of this request, the Applicant would relocate in-place five (5) existing static signs with five replacement digital signs for outdoor advertising. It is important to note that none of the sign structures associated with this request would need to be rebuilt in connection with the proposed replacement effort. With the exception of minor electrical upgrades, the replacement would be seamless and result in an enhanced outdoor advertising display that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities. The replacement signage will, among other things, allow the option for immediate emergency and community messaging along internal corridors by the City, County, and State agencies.

In addition, the Applicant proposes a Takedown Program in connection with this request.

This program includes the removal of five (5) existing static signs within the City. The five (5) signs associated with the Takedown Program include: 1) the double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; 2) the double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd.; and 3) the single-faced 12' x 25' outdoor advertising sign with printed display face located on the property at 303 W. Whittier Blvd (collectively referred to as the "Takedown Program").

On September 28, 2022, the Applicant filed a request to enter into three (3) separate development agreements ("Development Agreement or DA Nos. 02-22, 03-22, and 04-22") with the City to allow the removal and replacement of the existing double-faced static outdoor advertising signs with new dual-faced digital outdoor advertising signs pursuant to Montebello Municipal Code ("MMC") Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

On October 18, 2022, the Planning Commission held a duly noticed public hearing and unanimously approved Resolution Nos. 10-22 (Attachment G), 11-22 (Attachment H), and 12-22 (Attachment I) recommending approval of Development Agreement Nos. 02-22, 03-22, and 04-22 to allow the relocation in-place of five existing dual-faced static outdoor advertising signs with technologically advanced enhanced outdoor advertising signs with digital display faces for the property located at 1720 Bluff Road (DA No. 02-22), 1633 Washington Blvd. (DA No. 03-22), and 1915 W. Whittier Blvd. (DA No. 04-22).

On October 26, 2022, the City Council held a duly noticed public hearing to consider Ordinance Nos. 2454, 2455, and 2456 approving Development Agreement Nos. 02-22, 03-22, and 04-22 by and between the City and Clear Channel Outdoor, LLC for the Properties.

ENVIRONMENTAL IMPACT:

The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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. In addition, the Project is also exempt from CEQA under the Class 3 categorical exemption set forth under to Section 15303 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premise dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

ANALYSIS:

Section 17.62.105(C)(2) of the Montebello Municipal Code (MMC) pertaining to signage (Sign Code) authorizes the relocation of an off-premises sign, and its replacement with a new off-premises digital sign, upon the approval of a development agreement by the City Council that contains all of the appropriate standards and public benefits that are neogiated between the sign owner and the City, and in compliance with all other imposed standards. The following is intended to provide a summary related to Development Agreement Nos. 02-22, 03-22, and 04-22 based on the subject site (collectively referred to as the "Project"):

I. 1720 S. Bluff Road – Development Agreement No. 02-22

The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1720 S. Bluff Road. This property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in-place as a dual-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one double-faced 12' x 25' outdoor advertising sign with printed display faces located at 8105 Slauson Ave. within the City.

II. 1633 Washington Blvd. – Development Agreement No. 03-22

The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1633 Washington Blvd. This property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in-place resulting in a new double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one double-faced 12' x 25' outdoor advertising sign with printed display faces located at 249 E. Beverly Blvd. within the City.

III. 1915 W. Whittier Blvd. – Development Agreement No. 04-22

The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1915 W. Whittier Blvd. The subject property is currently zoned C-2 (General Commercial Zone) with a General Plan land use designation of General Commercial. The Applicant is proposing to relocate the existing sign in-place with a new dual-faced 12' x 25' outdoor advertising sign with one digital display face and one printed/static display face. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single- faced 12' x 25' outdoor advertising sign located at 303 W. Whittier Blvd. within the City.

The above-referenced properties (or "Project Sites") are currently improved with industrial/commercial uses. As described above, the replacement signage converting static to digital would include five (5) new digital outdoor advertising sign faces. In addition, the Takedown Program would permanently remove five (5) existing static outdoor advertising signs located at three (3) separate locations within the City. As

previously mentioned, the Takedown Program will occur at 8105 Slauson Ave., 249 E. Beverly Blvd., and 303 W. Whittier Blvd.

The Project would implement state-of-the-art technology that will result in a net reduction of vehicle trips to the subject location because these new digital signs will be controlled remotely creating an environment where lighting and messaging could be changed without visiting the subject site. In addition, there would be a reduction in materials used to manually change the static sign face eliminating the need to replace the poster signs that are inherent in the static signs. Lastly, each panel would come equipped with light sensors that automatically control illumination at a pre-set illumination level of 0.3 footcandles over ambient light which could be adjusted remotely, if needed.

DEVELOPMENT AGREEMENT

The State Legislature adopted the "Development Agreement Statute," sections 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. The City of Montebello, a general law 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 predictability for both the City and the owner of the property during the development process.

The Applicant has requested that the City enter into Development Agreement No. 02-22 (Agreement No. 4032, please see Attachment D), Development Agreement No. 03-22 (Agreement No. 4033, please see Attachment E), and Development Agreement No. 04-22 (Agreement No. 4034, please see Attachment F), for the Properties to allow completion of the replacement and relocation program. In accordance with its standard procedures, the Applicant and the City have engaged in negotiations.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

As previously mentioned, the relocation of an off-premises sign, and its replacement with a new off-premises digital sign, is allowed upon the approval of a Development Agreement by the City Council, containing appropriate standards and public benefits to be negotiated between the sign owner and the City, and in compliance with all other imposed standards pursuant to MMC Section 17.62.105(C)(2).

All City fiscal decisions, including the financial aspects and specific deal points of the Development Agreement, are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Agreement.

The Project as authorized in the proposed Development Agreements are consistent with the General Plan because the Development Agreements meet the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs. Specifically, the Project meets the following goals:

Goal #1: To Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Industrial Policy #1: The City's industrial area should be preserved and maintained.

SUMMARY:

Clear Channel Outdoor, LLC (the "Applicant") currently operates 24 existing poster panel (or static) outdoor advertising sign faces on 13 structures located along city streets within the City of Montebello (the "City"). This request for a proposed relocation in place relates to three locations for a total of six (6) existing static sign faces located on three separate dual-faced sign poles. These existing static sign faces are currently located at 1720 S. Bluff Road, 1633 Washington Blvd., and 1915 W. Whittier Blvd. (collectively "the Properties"). The proposed relocation in place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage. As part of this request, the Applicant would relocate in-place five (5) existing static signs with five replacement digital signs for outdoor advertising. It is important to note that none of the sign structures associated with this request will need to be rebuilt in connection with the proposed replacement. With the exception of minor electrical upgrades, the replacement would be seamless and result in a sign that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities. As a result, the converted digital signage could be used, if needed, for immediate emergency and community messaging along internal corridors by the City, County, and State agencies. This request also includes a Takedown Program intended to reduce blighted signage and remove old signs within the City. The Takedown Program will include: 1) the removal of one double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; 2) the removal of one double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd.; and 3) the removal of one single-faced 12' x 25' outdoor advertising sign with a printed display face located on the property at 303 W. Whittier Blvd.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2454 for DA 02-22 Montebello Digital Sign
2. Attachment B - Ordinance No. 2455 for DA 03-22 Montebello Digital Sign
3. Attachment C - Ordinance No. 2456 for DA 04-22 Montebello Digital Sign
4. Attachment D - DA No. 02-22 - 1720 Bluff Road
5. Attachment E - DA No. 03-22 - 1633 Washington Blvd.
6. Attachment F - DA No. 04-22 - 1915 W Whittier Blvd.
7. Attachment G - Planning Resolution No. 10-22
8. Attachment H - Planning Resolution No. 11-22
9. Attachment I - Planning Resolution No. 12-22

NEXT STEPS:

N/A

ORDINANCE NO. 2454

AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) BY AND BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, the City of Montebello ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq*., the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth herein; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road. in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 02-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign ("Project") pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated

displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on October 18, 2022, to consider the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, on October 18, 2022, after closing the public hearing and deliberating, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on October 26, 2022, the City Council held a duly noticed public hearing on the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, the City Council considered the Staff Report, the Development Agreement, all recommendations by the Planning Commission and staff, Applicant, and public testimony; and

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

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

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Ordinance.

SECTION 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "A."

SECTION 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern

technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development..

SECTION 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

SECTION 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

SECTION 6. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

SECTION 7. This Ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 26th day of October, 2022, and was adopted by the City Council of the City of Montebello at its meeting held on the 16th day of November, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Exhibit A – Development Agreement No. 02-22 (Agreement No. 4032)

ORDINANCE NO. 2455

AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) BY AND BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, the City of Montebello ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq*., the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth herein; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 03-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign ("Project") pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated

displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on October 18, 2022, to consider the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, on October 18, 2022, after closing the public hearing and deliberating, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on October 26, 2022, the City Council held a duly noticed public hearing on the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, the City Council considered the Staff Report, the Development Agreement, all recommendations by the Planning Commission and staff, Applicant, and public testimony; and

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

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

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Ordinance.

SECTION 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "A."

SECTION 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern

technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development..

SECTION 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

SECTION 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

SECTION 6. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

SECTION 7. This Ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 26th day of October, 2022, and was adopted by the City Council of the City of Montebello at its meeting held on the 16th day of November, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ORDINANCE NO. 2456

AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 04-22 (AGREEMENT NO. 4034) BY AND BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, the City of Montebello ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing greater degree of certainty in that process, reduce the economic costs of development, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq*., the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth herein; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1915 W Whittier Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6337-007-033 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with one digital display face and one printed display face in consideration for the additional removal of the single-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 04-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign ("Project") pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, the City desires the timely, efficient, orderly, proper development of the Project in furtherance of the goals of the General Plan and the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations

within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

WHEREAS, the City and the Applicant have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on October 18, 2022, to consider the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, on October 18, 2022, after closing the public hearing and deliberating, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on October 26, 2022, the City Council held a duly noticed public hearing on the Development Agreement to solicit comments on the documents from staff, the public, the Applicant and the City; and

WHEREAS, the City Council considered the Staff Report, the Development Agreement, all recommendations by the Planning Commission and staff, Applicant, and public testimony; and

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

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

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Ordinance.

SECTION 2. Pursuant to California Government Code Section 65865, the City Council hereby approves in substantially the same form as the development agreement hereto as Exhibit "A."

SECTION 3. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to

more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development..

SECTION 4. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

SECTION 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

SECTION 6. The City Clerk shall certify the adoption of this Ordinance and cause the same to be published or posted according to law. Pursuant to Government Code Section 65868.5, within ten (10) days following entering into the Development, as evidence by the full execution thereof, the City Clerk shall cause to be recorded a copy of the Development Agreement with the Registrar-Recorder of the County of Los Angeles.

SECTION 7. This Ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 26th day of October, 2022, and was adopted by the City Council of the City of Montebello at its meeting held on the 16th day of November, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

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

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032)

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer").

RECITALS

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 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted double-faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in Section 17.62.105 of the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Section 17.62.105.C of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation 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.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus of Twenty Thousand Dollars ($20,000) per digital display face under this agreement to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus").

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 October 26, 2022, 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. 2454.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On November 16, 2022, the City Council held the second reading of Ordinance No. 2454, thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. 2454 of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially 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 Bluff Road East LLC, a Limited Liability Company, 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 Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

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. 2454, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. 2454, 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 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 mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and , and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Removed Sign" means the sign to be completely removed as more fully described on Exhibit "C" hereto.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.15 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 "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.

1.1.18 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the

Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the 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*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

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 to any entity that acquires a majority of Developer's assets in the Southern California market; 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 the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed 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. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"),payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 **City's Use of Digital Sign**. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify 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 (iv) 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 **Indemnification for City Messages**. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 **Public Service Messages**. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

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, (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 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 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.

3.6 Reservation of Authority.

3.6.1 **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 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 digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 **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.

3.6.3 **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 regulation, a copy of such law or regulation, 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 provision impractical to enforce. 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.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies

preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this 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

3.8 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.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 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.

3.8.3 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.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 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;

3.9.2 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;

3.9.3 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;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. 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.

3.11 Term. 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 BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces . Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a 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 therefore 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 of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 **Termination of Agreement for Material Default of Developer**. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard

digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 **Termination of Agreement for Material Default of City**. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become 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 digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and

providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 **General**. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(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 judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 **Exceptions**. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 **Additional Coverage**. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main

purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, 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 such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer:
Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's

obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

EAST LAGUNA LOT EX OF HIKING AND RIDING TRAIL COM AT MOST N COR OF LOT 23 TH S 6746'15" E TO SE BDRY LINE OF MONTEBELLO CITY TH SW THEREON TO NE LINE OF SLAUSONAVE TH NW ON SD NE LINE BEG PART OF LOT 23

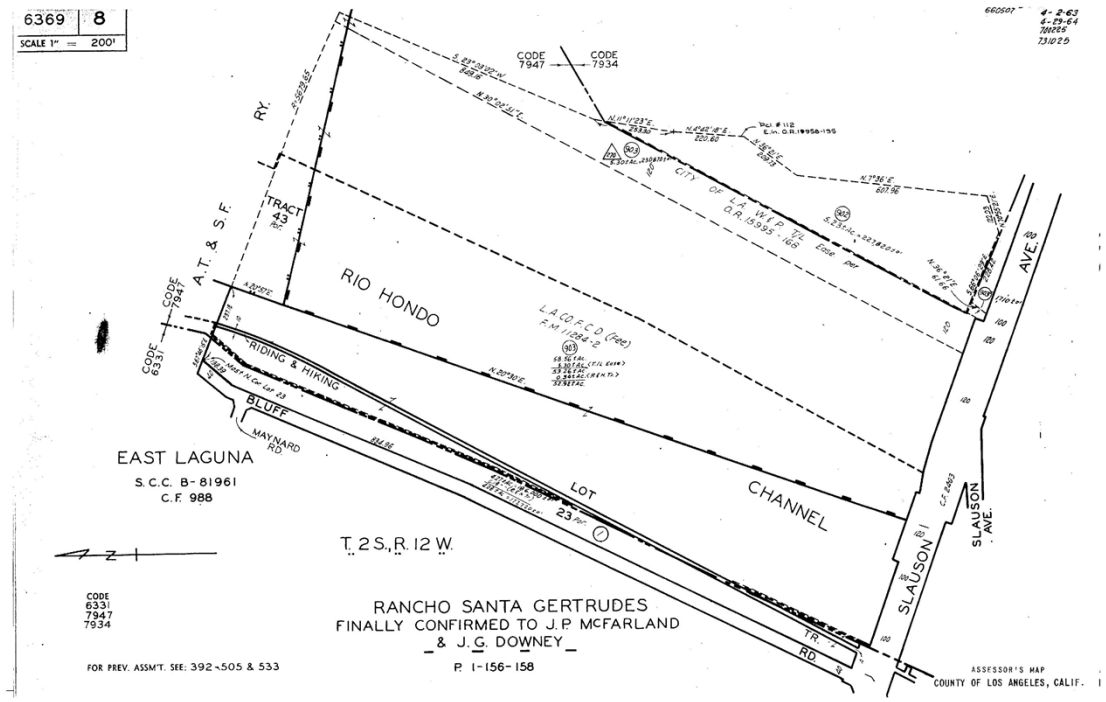


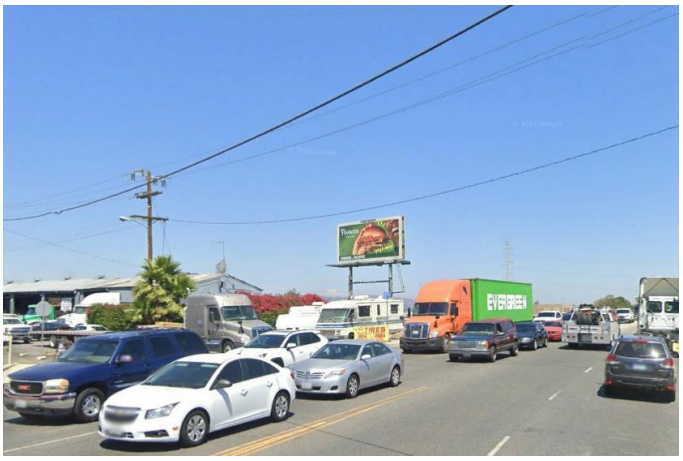
EXHIBIT “B”

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces

Existing West Face



Existing East Face

Digital Panel Sample

EXHIBIT “C”
Billboard Structure and Faces To Be Removed

8105 Slauson Ave., Montebello, CA 90640 (Panels #5272 & #5273)

East Face

West Face

EXHIBIT “D”

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 in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12’ x 25’) within the Site.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer’s maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure 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 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “D,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces 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 New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) 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.

(f) 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.

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

(h) 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.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) 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.

(k) 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.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

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

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033)

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer").

RECITALS

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 1633 Washington Blvd in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted double-faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in Section 17.62.105 of the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Section 17.62.105.C of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation 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.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus") with refurbishment costs not to exceed Twenty Thousand Dollars ($20,000) per digital display face under this Agreement.

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 October 26, 2022, 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. 2455.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On November 16 2022, the City Council held the second reading of Ordinance No. 2455, thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. 2455 of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially 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 Bluff Road East LLC, a Limited Liability Company, 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 Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

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 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 mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 “New Digital Billboard” means the new double-faced digital sign, as described in Exhibit “B” hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12’ x 25’ foot printed display faces on the Site.

1.1.11 “Operational” means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 “Project” means the complete removal of the Removed Sign and the removal of the existing printed display faces and the installation of digital display faces on the New Digital Billboard ”.

1.1.13 “Removed Sign” means the sign to be completely removed as more fully described on Exhibit “C” hereto.

1.1.14 “Scope of Development” means the Scope of Development attached hereto as Exhibit “D” and incorporated herein.

1.1.15 “Signing Bonus” means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 “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.

1.1.18 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Description of New Billboard), Exhibit “C” (Removed Billboards), and Exhibit “D” (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the

Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the 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*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

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 to any entity that acquires a majority of Developer's assets in the Southern California market; 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 the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed 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. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"),payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 **City's Use of Digital Sign**. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify 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 (iv) 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 **Indemnification for City Messages**. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 **Public Service Messages**. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

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, (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 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 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.

3.6 Reservation of Authority.

3.6.1 **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 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 digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 **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.

3.6.3 **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 regulation, a copy of such law or regulation, 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 provision impractical to enforce. 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.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies

preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this 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

3.8 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.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 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.

3.8.3 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.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 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;

3.9.2 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;

3.9.3 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;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. 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.

3.11 Extension of Term of Development Approvals. 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 BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces . Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a 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 therefore 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 of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 **Termination of Agreement for Material Default of Developer**. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard

digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 **Termination of Agreement for Material Default of City**. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become 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 digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 **Types of Insurance.**

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and

providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 **Failure to Maintain Insurance and Proof of Compliance**. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 **General**. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(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 judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 **Exceptions**. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 **Additional Coverage**. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main

purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, 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 such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer:
Clear Channel Outdoor, Inc.
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's

obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

PARCEL MAP AS PER BK 14 P 21 OF PM
LOT 2

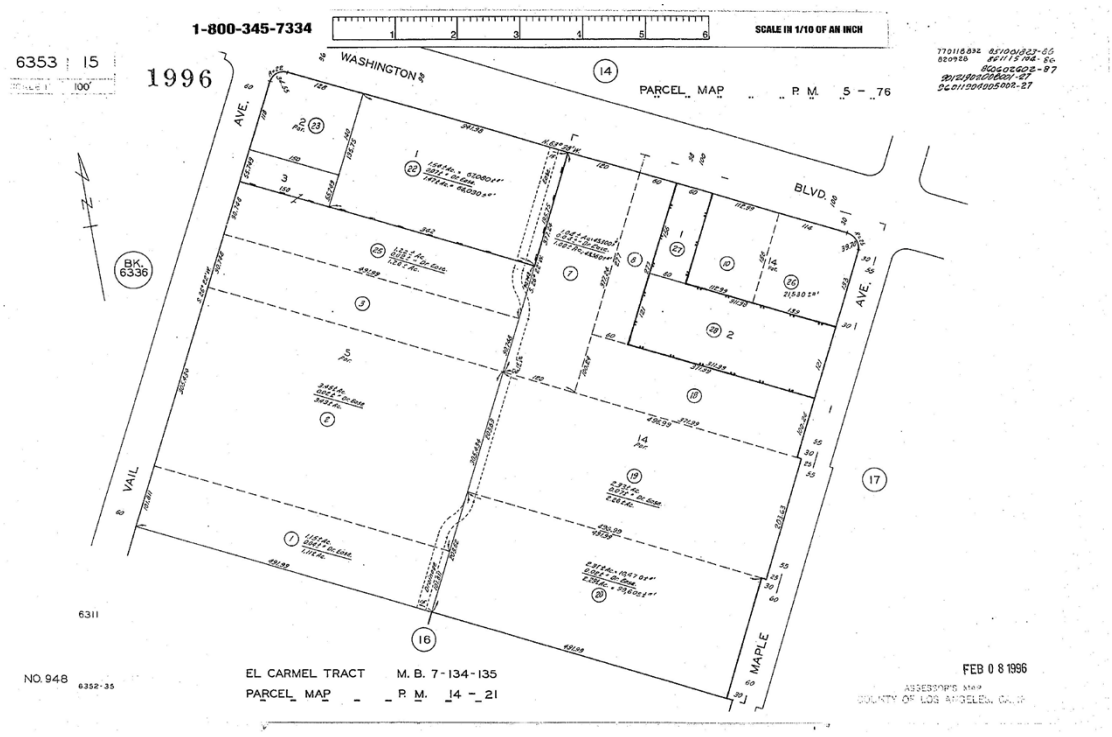


EXHIBIT “B”

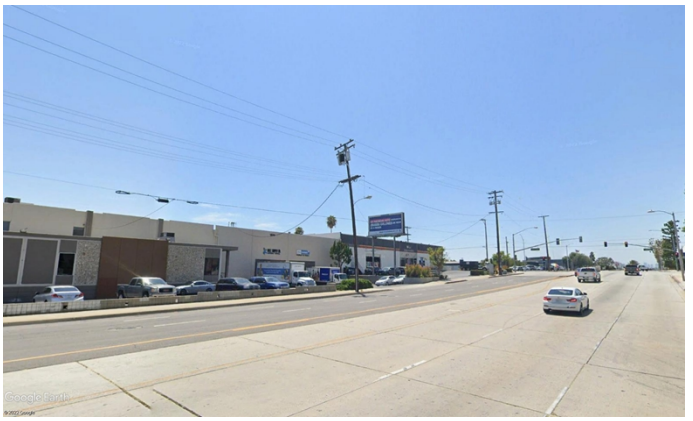
Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces

Existing West Face

Existing East Face



Digital Panel Sample

EXHIBIT “C”
Billboard Structure and Faces To Be Removed

249 E Beverly Terrace, Montebello, CA 90640 (Panels #3936 & #3937)

East Face

West Face

EXHIBIT “D”

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 in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12’ x 25’) within the Site.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer’s maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure 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 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “D,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces 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 New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) 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.

(f) 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.

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

(h) 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.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) 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.

(k) 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.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

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

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

DEVELOPMENT AGREEMENT NO. 04-22 (AGREEMENT NO. 4034)

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer").

RECITALS

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 1915 W Whittier Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6337-007-033, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted double-faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with one east facing digital display face and one west facing printed display face, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the single-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in Section 17.62.105 of the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Section 17.62.105.C of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation 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.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus of Twenty Thousand Dollars ($20,000) per digital display face under this agreement to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus").

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 October 26, 2022, 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. 2456.

H. The City Council has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On November 16 2022, the City Council held the second reading of Ordinance No. 2456, thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. 2456 of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially 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 Bluff Road East LLC, a Limited Liability Company, 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 Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

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 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 mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 “New Digital Billboard” means the new double-faced digital sign, as described in Exhibit “B” hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12’ x 25’ foot printed display faces on the Site.

1.1.11 “Operational” means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 “Project” means the complete removal of the Removed Sign and the removal of the existing printed display face and the installation of one east facing digital display face on the New Digital Billboard ”.

1.1.13 “Removed Sign” means the sign to be completely removed as more fully described on Exhibit “C” hereto.

1.1.14 “Scope of Development” means the Scope of Development attached hereto as Exhibit “D” and incorporated herein.

1.1.15 “Signing Bonus” means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 “Subsequent Land Use Regulations” means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 “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.

1.1.18 “Term” shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit “A” (Legal Description of Site), Exhibit “B” (Description of New Billboard), Exhibit “C” (Removed Billboards), and Exhibit “D” (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the

Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the 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*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display face on the New Digital Billboard as provided therein.

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 to any entity that acquires a majority of Developer's assets in the Southern California market; 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 the digital display face on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display face on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed 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. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"),payable in monthly installments, with the first installment due within thirty (30) days after the display face on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display face on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 **City's Use of Digital Sign**. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display face on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify 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 (iv) 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 **Indemnification for City Messages**. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 **Public Service Messages**. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display face on the New Digital Billboard Face available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display face on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

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, (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 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 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.

3.6 Reservation of Authority.

3.6.1 **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 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 digital display face on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 **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.

3.6.3 **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 regulation, a copy of such law or regulation, 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 provision impractical to enforce. 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.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies

preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this 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

3.8 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.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 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.

3.8.3 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.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 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;

3.9.2 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;

3.9.3 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;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. 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.

3.11 Extension of Term of Development Approvals. 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 BILLBOARD DISPLAY FACE.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display face will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display face.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display face . Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display face. If City requires the New Digital Billboard digital display face to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a 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 therefore 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 of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 **Termination of Agreement for Material Default of Developer**. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard

digital display face become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 **Termination of Agreement for Material Default of City**. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display face that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display face become 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 digital display face on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 **Types of Insurance.**

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any

one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 **General**. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(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 judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 **Exceptions**. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 **Additional Coverage**. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main

purpose of this agreement, which is to allow the Project to be permitted and operated and to provide the Development Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, 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 such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Manager

To Developer:
Clear Channel Outdoor, LLC
19320 Harborgate Way
Torrance, CA 90501
Attn: Vice President, Real Estate & Public Affairs

With Copy To:
Clear Channel Outdoor, LLC
2325 E. Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's

obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

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

City: CITY OF MONTEBELLO

By: _____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

_____

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

MONTEBELLO SE 40 FT OF NE 135 FT EX OF ST OF LOT 51

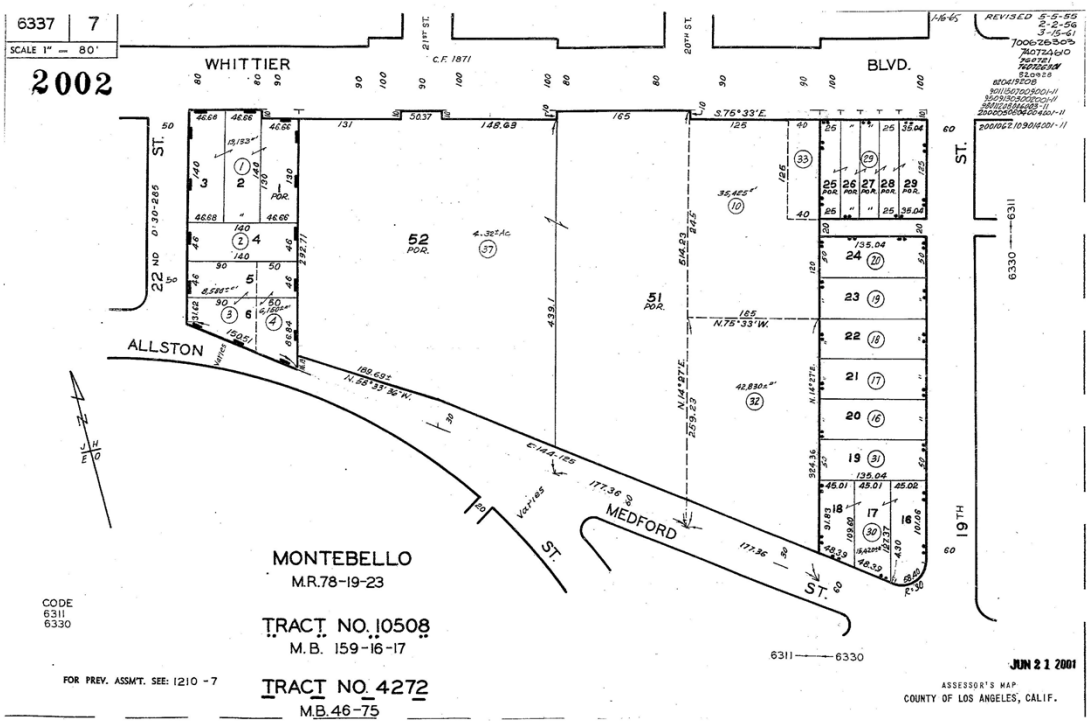


EXHIBIT “B”

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights on the east facing display

CCO will be relocating the existing printed display face in place as a double-faced 12’ x 25’ outdoor advertising sign with an east facing digital display face

Existing East Face

Digital Panel Sample

EXHIBIT “C”
Billboard Structure and Face To Be Removed

303 W. Whittier Blvd., Montebello, CA 90640 (Panel #5685)

EXHIBIT “D”

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 in place the existing printed sign faces and shall convert it to the New Digital Billboard with one east facing digital display face in accordance with the terms of this Agreement. The existing structure will have two (1) new digital display face (display face measuring approximately 12’ x 25’) within the Site.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Face on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer’s maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display face in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display face or structure 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 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit “D,” then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display face.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display face 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 New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display face, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) 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.

(f) 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.

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

(h) 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.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) 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.

(k) 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.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 10-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVE DEVELOPMENT AGREEMENT NO. 02-22 BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 02-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, 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; and

WHEREAS, Development Agreement 02-22 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road. in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of October 2022.

VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. **10-22** has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held October 18, 2022, and that same was approved and adopted by the following vote to wit:

AYES: Commissioner Cuevas, Commissioner Lomeli, Commissioner Aliksanian
NOES:
ABSENT: Commissioner Del Rio

JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 11-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVE DEVELOPMENT AGREEMENT NO. 03-22 BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 03-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, 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; and

WHEREAS, Development Agreement 03-22 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of October 2022.

VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. **11-22** has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held October 18, 2022, and that same was approved and adopted by the following vote to wit:

AYES: Commissioner Cuevas, Commissioner Lomeli, Commissioner Aliksanian
NOES:
ABSENT: Commissioner Del Rio

JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 12-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVE DEVELOPMENT AGREEMENT NO. 04-22 BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on September 28, 2022, the Applicant requested to enter into a Development Agreements ("DA No. 04-22") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Montebello Municipal Code Section 17.62.105.B(C)(2) and Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq.*

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, 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; and

WHEREAS, Development Agreement 04-22 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1915 W Whittier Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6337-007-033 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with one east facing digital display face and one west facing printed display face in consideration for the additional removal of the single-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello certify that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission has found that: this Agreement is in the best public interest of the City and its residents; adopting this Agreement constitutes a present exercise of the City's police power; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of October 2022.

VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. **12-22** has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held October 18, 2022, and that same was approved and adopted by the following vote to wit:

AYES: Commissioner Cuevas, Commissioner Lomeli, Commissioner Aliksanian
NOES:
ABSENT: Commissioner Del Rio

JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AND SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **ADOPT CITY COUNCIL RESOLUTION NO. 22-90/SUCCESSOR AGENCY RESOLUTION NO. 22-04 APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPOSED DISPOSITION OF REAL PROPERTY LOCATED AT 701-705 W. WHITTIER BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello adopt City Council Resolution No. 22-90/Successor Agency Resolution No. 22-04:

1. Finding that the sale of the Property is exempt under CEQA pursuant to CEQA Guidelines Section 15312 – Class 12 Categorical Exemption relating to the sale of surplus government property and CEQA Guidelines Section 15060(c)(3) because the sale does not have the potential for creating a significant effect on the environment and therefore it is not a project as defined by the CEQA Guidelines Section 15378; and
2. Approving the Successor Agency's disposition of the real property located at 701-705 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel No. 6349-007-917 for $500,000; and
3. Approving the form and material terms of the Purchase and Sale Agreement, and authorize the Executive Director (i.e. City Manager) and Agency Counsel (i.e. City Attorney) to finalize negotiations and the agreement (provided that no

material changes to the purchase price or property are made); and
4. Authorize the Executive Director to execute the final Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and SAM Entertainment Group LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement; and
5. Adopt City Council Resolution No. 22-90/Successor Agency Resolution No. 22-04 to Declare the Property "Surplus" and Certify Compliance with the Surplus Land Act.
6. Take such additional, related, action that may be necessary to implement the approved transaction.

FISCAL IMPACT:

The Successor Agency is proposing to sell the Property to SAM Entertainment Group LLC for the appraised market value of $500,000. The proposed disposition is consistent with the Successor Agency's Long-Range Property Management Plan ("LRPMP"), which was previously approved by the Montebello Oversight Board ("Oversight Board") and California Department of Finance (DOF). Any revenues generated from the proposed disposition of the Property (identified as Property #2 in the LRPMP) would be allocated to area taxing entities as property tax revenues pursuant to State Dissolution Law (Health & Safety Code § 31470 *et seq*.).

BACKGROUND/DISCUSSION:

The real property asset listed as Property #2 in the Successor Agency's LRPMP is located at 701-705 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel No. 6349-007-917 (the "Property"). The LRPMP (dated May 6, 2015) identified an inventory of Successor Agency owned properties and sets forth a long-term plan for the use and disposition of real property assets of the former redevelopment agency. As recommended in the LRPMP, the Property should be sold to a developer or end-user for development consistent with the agency planning objectives for fair market value and proceeds from the sale would be distributed to local taxing entities. Currently, the City is in the midst of its General Plan Update that will include the Downtown Montebello Specific Plan that will establish a vision to activate the downtown corridor with commercial/retail uses intended to enhance the City's economic health and vitality.

The Property is comprised of approximately 9,750 square feet located in the C-2 (General Commercial) Zone, and is currently improved with a commercial/office structure totaling approximately 4,099 square feet that was built in 1971. On December 24, 2008, the City of Montebello Community Redevelopment Agency ("RDA") acquired the Property from BOAND Holdings Montebello LLC for the sale price of $225,000.

In February 2012, by virtue of the Redevelopment Dissolution Law (Health & Safety Code § 31470 *et seq*.) ownership of the Property passed to the control and responsibility of the Successor Agency. The Dissolution Law requires the Successor

Agency to dispose of real property assets in accordance with its LRPMP, and directs the proceeds resulting from any sale to be used for paying approved "enforceable obligations" or otherwise allocated to area taxing entities as property tax revenues. (H&S Code §§ 34177(e), 34177.3(c).)

On May 1, 2018, the Planning Commission adopted a resolution pursuant to Government Code Section 65402(a), finding that the acquisition of the Property is consistent with the City's General Plan as the subject property was originally acquired by the RDA with the intent to remediate blight and facilitate economic development in downtown Montebello.

Based on the Phase II Subsurface Soil Investigation Report (dated July 16, 2010) prepared for the City by Coffey Environments, the Property was previously developed with a gasoline service station that was operated on the Property from 1949 to 1969. In 1971, all buildings and structures were demolished and a restaurant was constructed. Subsequently, Jimmie's Family Restaurant occupied the Property from 1988 until 2008 when it closed. The Property has remained vacant and underutilized since its closure. It is important to note that the above-referenced Phase II Report revealed the existence of four underground storage tanks (or USTs) consisting of one 4,000-gallon and three 1,000-gallon underground USTs on the eastern side of the Property.

DISCUSSION

On April 27, 2022, the Successor Agency adopted Successor Agency Resolution No. 2203 declaring the Property surplus land. As prescribed by the California Department of Housing and Community Development ("HCD"), under the Surplus Land Act, the required Notice of Availability was transmitted to HCD, local public entities, developers who have notified HCD of their interest in developing affordable housing on surplus local public land. The Notice of Availability was also posted on the City's website.

Pursuant to the Surplus Land Act, the Notice of Availability was circulated for 60 days beginning May 4, 2022 through July 5, 2022. The City received notices of interest from three (3) parties of which only one proposal included a residential use ("Desert Brothers Craft Proposal") with the remaining proposals proposing commercial uses.

On July 6, 2022, the Successor Agency commenced good faith negotiations with Desert Brothers Craft. Subsequently, on August 16, 2022, the Successor Agency received notice from Desert Brothers Craft requesting to terminate good faith negotiations with the Successor Agency and that Desert Brothers Craft was no longer interested in the Property. With no remaining parties interested in using the Property for residential use, the Successor Agency returned to the two remaining non-residential proposals received following the issuance of the Notice of Availability and identified the proposal from Simon Simonian with SAM Entertainment Group, LLC as the preferred proposal.

As part of the negotiation process, on September 28, 2022, an Appraisal Report (please see Attachment C) was prepared by Mike Young (Certified General Appraiser No. AG032997) for the Property. The Appraisal Report contained hypothetical scenarios

taking into consideration the potential need to remediate the four existing USTs. Based on available information, the Appraisal Report concluded that the Property was valued at $765,000 minus the estimated cost to cure any contamination at $265,000 bringing the estimated value after adjustment to $500,000. In accordance with the Surplus Land Act, the Successor Agency will execute and record the necessary Declaration of Restrictive Covenants confirming that if ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed shall be sold or rented at affordable housing cost, as defined by State law.

The sale of the Property is consistent with the statutory mandates on the winding down of redevelopment agencies under State Law and is consistent with the Successor's Agency's approved LRPMP and in the public interest because it relieves the Successor Agency and the taxing entities of the responsibility, costs, and liability associated with the ownership and maintenance of the Property. In addition, the sale of the property would generate proceeds that may be used to pay for Successor Agency enforceable obligations or distributed to taxing entities and would ultimately contribute to the revitalization of an obsolete and underutilized property with the potential to generate future sales tax revenue as well as property tax revenue that does not currently exist as a result of the current status of the Property.

ENVIRONMENTAL IMPACT:

The adoption of the proposed Resolutions are not subject to California Environmental Quality Act (CEQA) because the Successor Agency's sale of surplus land is exempt under CEQA pursuant CEQA Guidelines Section 15312 - Class 12 Categorical Exemption relating to the sale of surplus government property and pursuant CEQA Guidelines Section 15060(c)(3) because this action does not have the potential for creating a significant effect on the environment and therefore it is not a project as defined by the CEQA Guidelines Section 15378. The Successor Agency's proposed disposition of the Property will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the disposition of the Property will have a significant effect on the environment because there are no proposed changes to the Property at this time and any future changes to the Property shall comply with zoning requirements and CEQA at that time.

ANALYSIS:

Sale of the Property to SAM Entertainment Group, LLC for the fair market price of Five Hundred Thousand Dollars ($500,000) is consistent with and expedites administration of the Successor Agency's LRPMP, and the ultimate goal of winding down all former redevelopment agencies. The transaction provides an opportunity to repurpose an obsolete and underutilized property with the potential to enhance the economic health and vitality of the downtown Montebello corridor, and to convert an existing non-property-tax bearing asset into a renewed property tax producing asset. Moreover, the Property will be transformed into a unique dining establishment with a dynamic atmosphere that will be an asset to neighboring businesses along the corridor under the umbrella of an established operator in SAM Entertainment Group, LLC who currently

owns and operates Joseph's located within the City of Downey.

If the Successor Agency adopts the Resolution approving the transaction, the First District Los Angelese County Consolidated Oversight Board (which is also required to approve the transaction) will be scheduled to consider the matter in January 2023 or as soon as possible. Contemporaneously, staff would complete reporting requirements to HCD associated with the disposition of a surplus property. Barring objection from the Oversight Board or HCD, staff anticipates the transaction closing in approximately ninety (90) days.

SUMMARY:

It is recommended that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello approve and adopt the attached Resolutions approving the proposed disposition of the Property for $500,000 and authorize the City Manager, acting as the Executive Director of the Montebello Successor Agency, to execute the Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and SAM Entertainment Group, LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement and consistent with State law.

ATTACHMENT(S)

1. Attachment A - CC-SA Resolution Approving PSA for 701-705 Whittier Blvd.
2. Attachment B - Purchase and Sale Agreement 701-705 Whittier
3. Attachment C - Appraisal Report 701-705 W. Whittier Blvd.
4. Attachment D - SLA Restrictive Covenant 701-705 Whittier Blvd.

NEXT STEPS:

N/A

ATTACHMENT A

CITY COUNCIL RESOLUTION NO. 22-90
SUCCESSOR AGENCY RESOLUTION NO. 22-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO APPROVING A PURCHASE AND SALE AGREEMENT FOR THE SALE OF SURPLUS REAL PROPERTY KNOWN AS 701-705 WHITTIER BLVD., MONTEBELLO, CALIFORNIA (APN NO. 6349-007-917)

WHEREAS, in accord with the provisions of the California Redevelopment Law (Health and Safety Code Section 33000, *et seq*.), the City Council of the City of Montebello ("City") previously established the Community Redevelopment Agency of the City of Montebello, a public body, corporate, and politic ("Former Agency") to carry out the purposes of and exercise the powers granted to community redevelopment agencies under State Law; and

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill ABX1 26 (Chapter 5 Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, "Dissolution Act"), the City elected to serve as Successor Agency to the Former Community Redevelopment Agency of the City of Montebello (the "Successor Agency"); and

WHEREAS, on December 24, 2008, the Former Agency acquired the real property commonly referred to as 701-705 Whittier Boulevard, Montebello, California and legally described on Exhibit "A", attached hereto and made a part of hereof ("Property"); and

WHEREAS, the Property is a vacant commercial property that measures approximately 9,750 square feet and an approximately 4,726 square foot former restaurant building on the Property;

WHEREAS, the Property is identified as Assessor Parcel Number 6349-007-917 and is zoned C-2 (General Commercial); and

WHEREAS, pursuant to California Health and Safety Code Section 34177, the Successor Agency must dispose of assets and properties of the Former Agency; and

WHEREAS, the Property was identified and listed on the Successor Agency's approved Long Range Property Management Plan ("LRPMP") dated May 6, 2015, which identified an inventory of Successor Agency owned properties and set forth a long-term plan for the use and disposition of real property assets of the former redevelopment agency; and

WHEREAS, the Property was identified as Property No. 2 on the LRPMP, which recommended that the Property be sold to a developer or end-user for development consistent with the agency planning objectives for fair market value and proceeds from the sale to be distributed to local taxing entities; and

WHEREAS, on April 27, 2022 the Successor Agency adopted Successor Agency Resolution No. 2203 declaring the Property surplus land; and

WHEREAS, the California Surplus Lands Act (Cal. Gov. Code §§ 54220 *et seq*.) ("Act") as modified by California Assembly Bill 1486, effective October 9, 2019, provides the framework and state law requirements for disposal of a local agency's surplus real property; and

WHEREAS, on May 4, 2022, the Successor Agency issued a Notice of Availability in accordance with the requirements of the Surplus Land Act;

WHEREAS, the Successor Agency received notices of interest from three (3) parties of which only one proposal included a residential use ("Desert Brothers Craft Proposal") with the remaining proposals proposing commercial use;

WHEREAS, on July 6, 2022 the Successor Agency commenced good faith negotiations with Desert Brothers Craft;

WHEREAS, on August 16, 2022, the Successor Agency received notice from Desert Brothers Craft requesting to terminate good faith negotiations with the Successor Agency and that Desert Brothers Craft was no longer interested in the Property;

WHEREAS, with no remaining parties interested in using the Property for residential use, the Successor Agency returned to the two remaining non-residential proposals received following the issuance of the Notice of Availability and identified the proposal from Simon Simonian with SAM Entertainment Group, LLC as the preferred proposal;

WHEREAS, the California Surplus Lands Act (Cal. Gov. Code §§ 54220 *et seq*.) ("Act") as modified by California Assembly Bill 1486, effective October 9, 2019, provides the framework and state law requirements for disposal of a local agency's surplus real property; and

WHEREAS, the Act provides that if the Successor Agency is unable to agree to price and terms with any entity to which a Notice of Availability was given pursuant to the Act, or if no entity to which a Notice of Availability was given responds to that notice, then the land may be disposed of outside the Act, subject only to the recordation of a covenant containing certain affordability requirements in the event housing is ever constructed on the land;

WHEREAS, the sale of the Property is consistent with the statutory mandates on the winding down of redevelopment agencies under State Law and is consistent with the Successor Agency's approved LRPMP and in the public interest because it relieves the Successor Agency and the taxing entities of the responsibility, costs, and liability associated with the ownership and maintenance of the Property, would generate sales proceeds that may be used to pay for Successor Agency enforceable obligations or distributed to taxing entities, creates much needed affordable housing in the City, and would contribute to the revitalization of an obsolete and underutilized property.

NOW, THEREFORE, the Successor Agency to the former Community Redevelopment Agency of the City of Montebello does hereby resolve as follows:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) ("CEQA"). The approval of this Resolution approving the Successor Agency's sale of surplus land is exempt under CEQA pursuant CEQA Guidelines Section 15312 - Class 12 Categorical Exemption relating to the sale of surplus government property and pursuant to State CEQA Guidelines Section 15060(c)(3) because this Resolution does not have the potential for creating a significant effect on the environment and therefore it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the property is sold, any subsequent use for the property will also require CEQA review and use specific facts will be analyzed at the appropriate time in accordance with CEQA.

SECTION 3. The Successor Agency hereby finds that the requirements of the Act have been duly satisfied because the Successor Agency was unable to agree to price and terms with any entity to which a Notice of Availability was given pursuant to the Act and after having no alternative parties interested in the Property for residential use.

SECTION 4. The Successor Agency hereby approves and authorizes the sale of the Property to SAM Entertainment Group, LLC for the fair market price of Five Hundred Thousand Dollars ($500,000) and approves the Purchase and Sale Agreement by and between the Successor Agency and SAM Entertainment Group, LLC.

SECTION 5. The Successor Agency further authorizes and directs the Successor Agency Executive Director, or designee, to execute the purchase and sale agreement for the Property, including but not limited to, escrow instructions, grant deed, seller affidavits and such other customary documents consistent with and reasonably necessary to effectuate the intent of this Resolution and record or cause to be recorded such documentation, in a form approved by the City Attorney and consistent with this Resolution.

SECTION 6. The Successor Agency Executive Director is further directed to transmit this Resolution to the Oversight Board for approval of the sale of the Property and upon its approval, to the California Department of Finance.

SECTION 7. The Agency Secretary shall attest to the passage of this resolution, and it shall thereupon be in full force and effect.

[*Signature on the following page*]

APPROVED AND PASSED this 16th day of November, 2022.

_____
Kimberly Ann Cobos-Cawthorne,
Mayor/Chairwoman

ATTEST:

_____
Christopher Jimenez,City Clerk/
Board Secretary

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney/
Agency Counsel

AYES:
NOES:
ABSENT:
ABSTAIN:

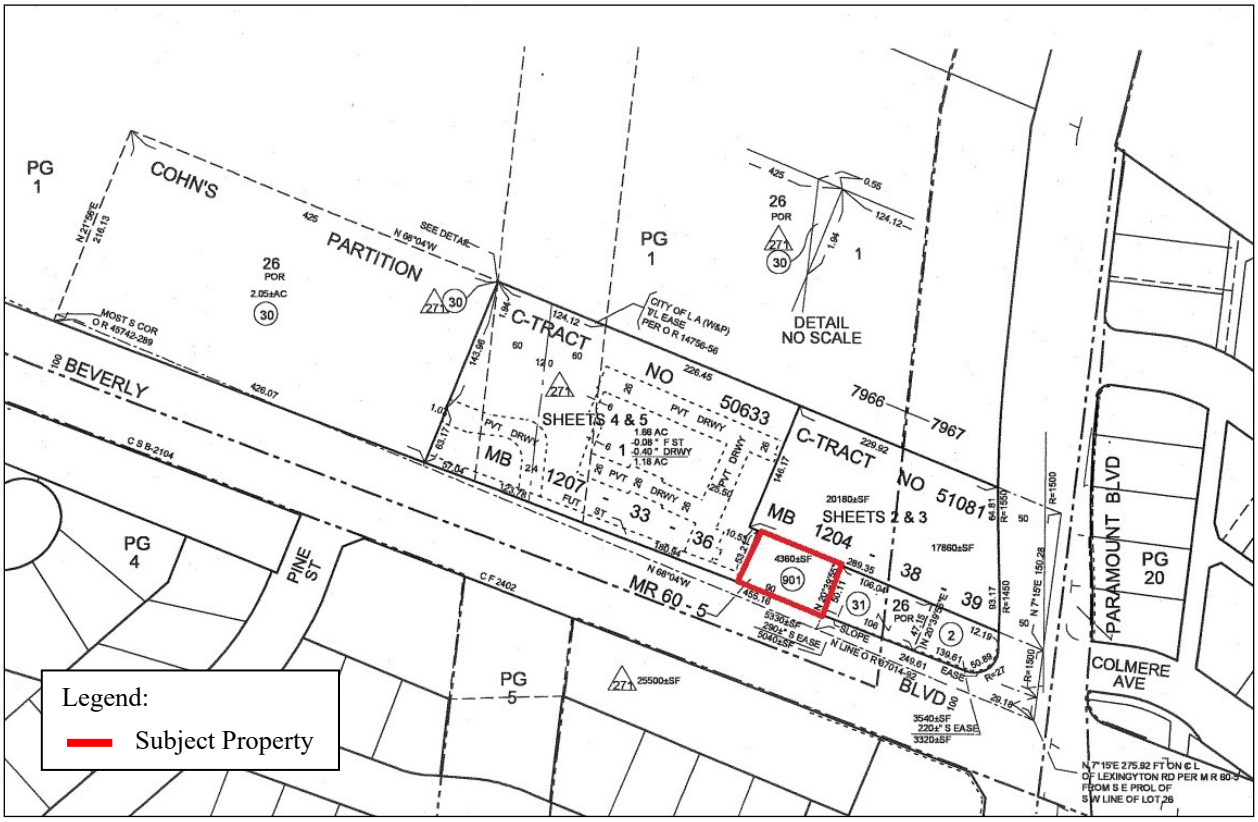
EXHIBIT "A"

Legal Description of the Property

The real property in the City of Montebello, County of Los Angeles, State of California, described as: Lot 1 of Tract No. 3276 as per Map recorded in Book 40, Page 31 of Maps, in the Office of the County Recorder of Los Angeles County, California also known as: 701-705 WEST WHITTIER BLVD., MONTEBELLO, CA 90640 (APN 6349-007-917)

EXHIBIT "B"

Aerial Map Depicting the Property



AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

SAM ENTERTAINMENT GROUP, LLC

("BUYER")

AND

SUCCESSOR AGENCY TO THE FORMER MONTEBELLO REDEVELOPMENT AGENCY

("SELLER")

November ____, 2022

Property: 701-705 Whittier Boulevard, Montebello, California

CITY OF MONTEBELLO
PURCHASE AND SALE AGREEMENT NO. 4049

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of September, 2022, until the Agreement has been finalized, by and between **SAM ENTERTAINMENT GROUP, LLC** (the "**Buyer**"), and **THE SUCCESSOR AGENCY TO THE FORMER MONTEBELLO REDEVELOPMENT AGENCY**, a public body, corporate, and politic ("**Seller**").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
Sale of Property

1.1 **Sale of Property.** Seller hereby agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's respective right, title and interest in and to, the following:

1.1.1 Land. That certain real property commonly referred to as 701-705 Whittier Boulevard, Montebello, California 90640 consisting of one (1) parcel measuring approximately 9,750 square feet and contains a commercial building measuring approximately 4,726 square feet and legally described on **Exhibit A** attached to this Agreement and depicted on **Exhibit B** attached to this Agreement (the "**Land**");

1.1.2 Real Property. All rights, privileges and easements appurtenant to Seller's interest in the Land, including, without limitation, all of Seller's right, title and interest, if any, in and to all mineral and water rights and all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Real Property**", and the Land and the Real Property are hereinafter collectively referred to as the "**Property**").

ARTICLE II
Purchase Price

2.1 **Purchase Price.** The purchase price for the Property shall be FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) (the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for in this Agreement, shall be paid to Seller by Buyer at Closing (as hereinafter defined) by wire transfer of immediately available federal funds.

ARTICLE III
Deposit

3.1 **Deposit.** Within five (5) Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined), Buyer shall deposit in an earnest money escrow ("**Earnest Money Escrow**") with [NAME OF TITLE COMPANY] ("Title Company") (as hereinafter defined), as escrowee ("**Escrowee**"), at Escrowee's office located at [TITLE COMPANY ADDRESS], the sum of Ten Thousand and no/100 ($10,000.00) DOLLARS ("**Deposit**") (**"Opening of Escrow"**).

For the purposes of this Agreement, "**Effective Date**" shall mean the date this Agreement has been fully executed and delivered to Seller and Buyer. Ten Thousand Dollars ($10,000.00) of the Deposit shall be released by Title Company to Seller on the first Business Day following the deposit thereof by Buyer, in payment of consideration by Buyer to Seller for the right of Buyer to purchase the Property in accordance with the terms of this Agreement (the "**Non-Refundable Payment**"). The Non-Refundable Payment shall be fully earned and retained by Seller immediately upon receipt and, notwithstanding any provisions of this Agreement to the contrary, the Non-Refundable Payment shall not be returned to Buyer in any circumstance except if Closing fails to occur solely due to a material default by Seller under this Agreement. On the Closing Date, the amount of the Non-Refundable Payment, without interest, shall be applied to the Purchase Price. From and after the release of the Non-Refundable Payment to Seller, the Deposit shall mean and refer to the remaining Deposit amount then held by Title Company (and any payment or refund of the Deposit to be made pursuant to this Agreement shall not include such Non-Refundable Payment). Buyer acknowledges that Seller would not have entered into this Agreement had Buyer not made the bargained for Non-Refundable Payment to Seller on the terms set forth in this Section.

3.2 **Application.** The Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms of this Agreement, the Deposit shall be held and delivered as provided in this Agreement.

3.3 **Non-interest-Bearing.** The Deposit shall be held in a non-interest-bearing escrow account by the Title Company in an institution as directed by Buyer and reasonably acceptable to Seller.

ARTICLE IV
Closing, Prorations and Closing Costs

4.1 **Closing.** The parties acknowledge and agree that the Seller's Board has approved the execution of this Agreement by the Seller (the "**PSA Approval**"), and that the closing of the transactions contemplated in this Agreement (the "**Closing**") shall occur on or before 5:00 P.M. Pacific Standard Time on the thirtieth (30^{th}) day following the Opening of Escrow or the first business day, if the 30^{th} day falls on a weekend or holiday, upon the satisfaction of Buyer's and Seller's obligations set forth in this Agreement (the "**Closing Escrow**"), and shall be held at the offices of the Title Company, or at such other place agreed to by Seller and Buyer. The payment of funds and the delivery of all documents required pursuant to this Agreement shall be made through the Closing Escrow. The Closing shall take place in a manner so that, on the date the Closing occurs (the "**Closing Date**"), the Title Policy (as hereinafter defined) will be delivered to Buyer, and Seller shall receive the Purchase Price. The City and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrowee is hereby empowered to act under this Agreement and shall carry out its duties as Escrowee hereunder. In the event of any inconsistency between any escrow instructions and this Agreement, this Agreement shall control. Notwithstanding the foregoing, upon discovery of any inconsistency, the Parties may agree in writing to modify these instructions to address said inconsistency.

4.2 **Prorations.** All matters involving prorations or adjustments to be made in connection with this Agreement and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. For purposes of calculating

prorations, Buyer shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof, on and after the Closing Date. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and a three hundred sixty-five (365) day year. Except as otherwise provided in this Section 4.2, the amount of such prorations shall be determined and shall be final as of the Closing Date. All items of income and expense which accrue for the period prior to the Closing Date will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing Date will be for the account of Buyer.

4.2.1 Taxes. On or before the Closing Date, Seller shall pay all taxes and assessments, including, without limitation, all special assessments, on the Property which are due and payable prior to the Closing Date, if applicable. Unpaid taxes and assessments on the Property shall be prorated on an accrual basis as of the Closing Date based upon the most recent ascertainable assessed valuation, tax multipliers and tax rate, but reproration thereof shall be made between Buyer and Seller at such time as the actual amount of taxes for the applicable tax year shall become known, in order that actual real estate taxes for the periods before and after the Closing Date may be equitably prorated as of the Closing Date and paid between the parties when known. Seller shall be liable for any back tax bill which may be imposed by taxing authorities related to the period prior to the Closing Date, which obligation of Seller shall survive Closing.

4.3 **Allocation of Closing Costs and Expenses.** Seller shall bear the cost to record any instruments necessary to clear Seller's title, and one-half the cost of the Closing Escrow fees. Buyer shall bear the cost (i) of the Title Policy charges, (ii) any recording fees with respect to the Deed (as hereinafter defined), (iii) the costs incurred in connection with obtaining Buyer's financing for this transaction, if any, (iv) all the cost of all title endorsements, if any, (v) the cost of applicable transfer taxes, and (vi) one-half the cost of the Closing Escrow fees.

ARTICLE V
Title; Condition of the Property

5.1 **Title.**

5.1.1 Promptly after the Effective Date, Buyer shall apply for a title insurance commitment (the "**Commitment**") for an Owner's Policy of Title Insurance (the "**Title Policy**"), issued by the Title Company and covering the Real Property. After receipt of the Commitment, Buyer shall provide or cause the Title Company to provide a copy of the Commitment to Seller. On or before the date (the "**Title Objection Date**") that is ten (10) days after the date Buyer receives the Commitment and the Survey (as hereinafter defined), Buyer shall notify Seller in writing (the "**Title Objection Notice**") of any title exceptions identified in the Commitment or the Survey that Buyer disapproves (collectively, the "**Unpermitted Exceptions**") and any remaining exceptions shall be deemed permitted (collectively, the "**Permitted Exceptions**"). Notwithstanding the foregoing, Buyer and Seller hereby agree that: (i) all non-delinquent property taxes and assessments, (ii) all matters created by or on behalf of Buyer, including, without limitation, any documents or instruments to be recorded as part of any financing of the Property by Buyer, and (iii) a non-exclusive Southern California Edison easement for ingress and egress and a non-exclusive Southern California Gas Company underground gas facilities easement, shall constitute "**Permitted Exceptions**". If Buyer fails to provide Seller with the Title

Objection Notice on or before the Title Objection Date, all exceptions in the Commitment and the Survey shall be deemed to be Permitted Exceptions, and Buyer shall be deemed to have waived its right to object to any exceptions in the Commitment or Survey.

5.1.2 No less than ten (10) days after being given the Title Objection Notice, Seller shall notify Buyer in writing of any Unpermitted Exceptions that Seller is unable or unwilling to cause to be removed or insured against prior to or at Closing. With respect to such exceptions, Buyer shall then elect, by giving written notice to Seller within three (3) days after receipt of Seller's notice, to: (x) terminate this Agreement, or (y) waive its disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Buyer's failure to timely give such notice shall be deemed an election to waive the disapproval of any such exception. If Buyer elects to terminate this Agreement in accordance with clause (x) above, the Deposit shall be returned to Buyer as Buyer's sole and exclusive remedy as a result of such termination.

5.1.3 Monetary Liens. Notwithstanding anything to the contrary contained in Section 5.1.2 above, Seller shall be required to discharge all mortgages, deeds of trust, real estate taxes, assessments and other governmental levies, fees or charges imposed on the Land, all judgment liens, all mechanics' liens and similar liens for labor, materials or supplies, and other such monetary liens that may be removed solely through the payment of money prior to Closing (collectively, the "**Monetary Liens**"), and such matters shall be deemed Objectionable Exceptions, whether or not included in Buyer's Title Objection Notice. If, at or prior to Closing, Seller fails to cure all Monetary Liens, in addition to all other remedies available to Buyer under this Agreement, Buyer shall have the right to proceed to Closing and deduct from the Purchase Price the amount necessary to cure such Monetary Liens.

5.2 **"AS-IS" Condition.** Except as provided in this Agreement, the Property shall be conveyed and delivered to Buyer in an "as-is" physical condition. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

(a) The quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, sewage, and utility systems, the square footage within the Property;

(b) The quality, nature, adequacy, and physical condition of soils, geology and any groundwater;

(c) The existence, quality, nature, adequacy and physical condition of utilities serving the Property;

(d) The development potential of the Property, and the Property's use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Property for any particular purpose;

(e) The zoning or other legal status of the Property;

(f) The compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental, entity or of any other person or entity (including, without limitation, the Americans with Disabilities Act);

(g) The presence of hazardous materials on, under or about the Property or the adjoining or neighboring Property;

(h) The quality of any labor and materials used in any Improvements; and

(i) The economics of the operation of the Property.

Seller is not in any way responsible for any demolition or physical site clearance of the Property. Buyer is solely responsible for the relocation of utilities and easements as necessary on the Property.

ARTICLE VI
Representations and Warranties of the Seller

6.1 **Seller's Representations.** Seller represents and warrants that, to Seller's knowledge, the following matters are true and correct as of the Effective Date with respect to the Property.

6.1.1 Authority. Seller is a public body, corporate, and politic, duly organized, validly existing and in good standing under the laws of the State of California. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents to be executed by Seller which are to be delivered at Closing, will, at the time of Closing: (i) be duly authorized, executed and delivered by Seller, (ii) be legal, valid and binding obligations of Seller, and (iii) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

6.1.2 Violation of Laws. To Seller's knowledge, Seller has received no written notice of any violation of any statute or ordinance relating to the Property that has not been cured.

6.2 **Seller's Knowledge.** For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the current, actual knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate, of the Community & Economic Development Director or other City designee. Notwithstanding anything to the contrary contained in this Agreement, the Community & Economic Development Director or other City designee shall have no personal liability under this Agreement.

6.3 **Change in Representation/Waiver.**

6.3.1 Representations/Waiver. Notwithstanding anything to the contrary in this Agreement, Buyer acknowledges that Buyer shall not be entitled to rely on any representation made by Seller in this Article VI, to the extent that, prior to or at Closing, Buyer shall have or obtain actual knowledge of any information contradictory to such representation or warranty; provided, however, if Buyer determines prior to Closing that there is a breach of any of the representations and warranties made by Seller in this Article VI, then Buyer may, at its option, by sending to Seller written notice of its election, either: (i) terminate this Agreement, in which event the Deposit shall be returned to Buyer and, except for the Surviving Obligations, neither party shall have any further rights or obligations to the other under this Agreement, or (ii) waive such breach and/or conditions and proceed to Closing with no adjustment in the Purchase Price, and Seller shall have no further liability as to such matter thereafter.

6.3.2 Property Condition Waiver. Notwithstanding any other provision of this Agreement to the contrary, following the Closing Date, Buyer waives its right to recover from Seller, its elected officials, agents, and employees (collectively, "Seller's Representatives"), and hereby waives, releases and forever discharges Seller and Seller's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the Property, including (i) the physical condition, nature or quality of the Property, including geologic conditions, (ii) the quality of the labor and materials included in any improvements or fixtures located on or within the Property (including latent defects), (iii) the presence of asbestos and lead-based paint or hazardous materials present on the Property or in the subsurface of the Property, (iv) the failure of the Property, including any existing improvements thereon, to comply with any law or regulation applicable thereto, (v) the inaccuracy or incompleteness of plans, drawings, specifications, any documents provided by Seller, and (vi) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to any breach by Seller of its express representations or warranties under this Agreement.

In connection with foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

_____

Buyer's Initials

6.4 **Survival.** The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or conveyance delivered at Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the date that is six (6) months after the Closing Date ("**Survival Period**") and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. Notwithstanding any other term of this Agreement, any claim based upon a misrepresentation or a breach of a covenant or warranty under this Agreement that expressly survives the Closing shall be actionable or enforceable if and only if: (i) notice of such claim(s) is given to Seller prior to the expiration of the Survival Period; and (ii) the amount of damages or losses as a result of such claims suffered or sustained by the party making such claims exceeds $50,000.00; and provided further that the aggregate liability of Seller for any and all such breaches or misrepresentations shall be limited to $250,000.00.

ARTICLE VII
Seller's Interim Operating Covenants

7.1 **Operations.** Seller agrees to continue to operate, manage and maintain the Property through the Closing Date in the ordinary course of Seller's business and substantially in accordance with Seller's present practice, subject to ordinary wear and tear.

7.2 **No Sales.** Seller agrees that it shall not convey any interest in the Property to any third party prior to Closing.

ARTICLE VIII
Possession

8.1 **Possession.** Possession of the Property shall be delivered to Buyer on the Closing Date free and clear of all possessory interests, subject to only to the Permitted Exceptions.

ARTICLE IX
Closing

9.1 **Buyer's Closing Obligations.** Buyer, at its sole cost and expense, shall deliver or cause to be delivered to the Title Company at Closing the following, duly executed and acknowledged as applicable:

9.1.1 The Purchase Price, subject to adjustments and prorations as provided in this Agreement, by wire transfer or other immediately available federal funds.

9.1.2 A Preliminary Change of Ownership Report.

9.1.3 If required by the Title Company, evidence reasonably satisfactory to the Title Company that the person executing the closing documents on behalf of Buyer has full right, power and authority to do so.

9.1.4 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

9.1.5 A counterpart of a closing statement, prepared in strict accordance with Section 4.2 of this Agreement (the "**Closing Statement**").

9.2 **Seller's Closing Obligations.** Seller, at its sole cost and expense, shall deliver or cause to be delivered to the Title Company on or before Closing the following, duly executed and acknowledged as applicable:

9.2.1 A grant deed in the form attached to this Agreement as **Exhibit C** conveying to Buyer the Real Property in fee simple, subject only to the Permitted Exceptions (the "**Deed**").

9.2.2 California Form 593-C (California Real Estate Withholding Exemption Certificate) in the form required by applicable law.

9.2.3 A Certificate of Non-Foreign Status ("FIRPTA Affidavit").

9.2.4 If required by the Title Company, evidence reasonably satisfactory to the Title Company that the persons executing the closing documents on behalf of Seller have full right, power and authority to do so.

9.2.5 Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

9.2.6 A counterpart of the Closing Statement.

ARTICLE X
Intentionally Deleted

ARTICLE XI
Default

11.1 **Default by Seller.** If the Closing and the transactions contemplated in this Agreement do not occur as provided in this Agreement by reason of the default of Seller, and said default is not cured within five (5) Business Days after notice from Buyer, Buyer may elect, by written notice to Seller and as the sole and exclusive remedy of Buyer, to: (i) terminate this Agreement and receive the Deposit from the Title Company, and in such event Seller shall not have any liability whatsoever to Buyer under this Agreement except for the Surviving Obligations; or (ii) enforce specific performance of Seller's obligations under this Agreement.

11.2 **Default by Buyer.** If Buyer should breach any of its covenants contained in this Agreement (and Seller shall not be in default hereunder), Seller may terminate this Agreement without further liability on Seller's part and retain the Deposit as liquidated damages, and not as a penalty, it being understood that Seller's actual damages in the event of such a default are difficult to ascertain and that such Deposit represents the parties' best estimate of such damages. Seller shall not have any other remedy for any default by Buyer. BY INITIALING THIS SECTION 11.2, PURCHASER AND SELLER AGREE THAT IN EVENT OF DEFAULT BY PURCHASER: (A) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES; (B) AN AMOUNT EQUAL TO THE DEPOSIT WILL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER; (C) THE PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER WILL CONSTITUTE THE EXCLUSIVE REMEDY

OF SELLER; (D) SELLER MAY RETAIN THAT PAYMENT AS LIQUIDATED DAMAGES; AND (E) PAYMENT OF THOSE SUMS TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE.

Seller INITIALS: _____ Buyer INITIALS: _____.

ARTICLE XII
Brokers

12.1 **Brokers.** Buyer and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated in this Agreement. Buyer hereby agrees to indemnify, defend, and hold Seller harmless from and against any claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of the Buyer's representations and warranties contained in this Article XII. Seller hereby agrees to indemnify, defend, and hold Buyer harmless from and against any claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees and costs) incurred by Buyer by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XII. Seller and Buyer agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action under this Agreement, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated in this Agreement. The provisions of this Article XII shall survive Closing or the termination of this Agreement.

ARTICLE XIII
Conditions Precedent to Closing

13.1 In addition to any conditions provided in other provisions of this Agreement, Buyer's obligation to purchase the Property is and shall be conditioned upon the following:

13.1.1 The due performance of Seller of each and every covenant, undertaking and agreement to be performed by Seller under this Agreement and the truth of each representation and warranty made in this Agreement by Seller.

13.2 Buyer may, at any time or times, at its election, waive any of the conditions to its obligations under this Agreement, but any such waiver shall be effective only if contained in a writing signed by Buyer. The failure of any of the conditions in Section 13.1 shall entitle Buyer, at its option, to cancel and terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer and, except as specifically provided in this Agreement, neither party shall have any rights or obligations to the other under this Agreement.

ARTICLE XIV
Miscellaneous

14.1 **Right of Entry; Indemnification**. Between the Effective Date and the Closing Date, Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property, at reasonable times during ordinary business hours, upon notice to Seller at least three (3) business days prior to entry, to perform such non-destructive inspections, investigations, tests and studies. Buyer, in performing its non-destructive inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with Seller in advance to avoid any such interference. Following any such non-destructive tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection. In the event Buyer fails to promptly restore Property in accordance with the preceding sentence, Seller may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by Buyer upon demand by Seller. Buyer shall indemnify, defend and hold Seller, including its elected officials, agents, employees harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's review of the Property.

14.2 Nothing contained in this Agreement shall be construed as the City's approval of any tentative tract map for the Property or grading/building permits relating to the Property.

14.3 All notices, consents, approvals and other communications which may be or are required to be given by either Seller or Buyer under this Agreement shall be properly given only if made in writing and sent by (i) certified mail, (ii) electronic mail by pdf or (iii) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air), with all delivery charges paid by the sender and addressed to the Buyer or Sellers, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received, (x) sent by certified mail, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid, in the United States Mail, (y) if delivered by overnight delivery service, on the date of delivery and (z) if sent by facsimile transmission or electronic mail pdf, on the date of transmission. Notices to be sent on behalf of Buyer or Sellers may be sent by their respective counsel. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

If intended for Buyer:

With a copy to:

If intended for Seller: Successor Agency to the Former Montebello Redevelopment Agency
Rene Bobadilla
1600 W Beverly Blvd.
Montebello, CA 90640
rbobadilla@cityofmontebello.org

With a copy to:

Arnold M. Alvarez-Glasman
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy. North
Suite 400 – West Tower
City of Industry, California 91746
Email: aglasman@agclawfirm.com

14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to the conflict of laws principles thereof.

14.5 **Headings.** The captions and headings used in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

14.6 **Business Days.** If any date set forth in this Agreement for the performance of any obligations of Seller or Buyer or for the delivery of any instrument, Document or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next Business Day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the State of California, and the term "Business Day" means any day other than a Saturday, Sunday or legal holiday.

14.7 **Counterpart/Electronic Copies.** This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

14.8 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Whenever reference is made in this Agreement to Seller or Buyer, such reference shall include the successors and assigns of such party under this Agreement.

14.9 **Assignment.** The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective nominees, successors, beneficiaries and assigns; provided, however, no conveyance, assignment or transfer of any interest whatsoever of, in, or to the Project or of this Agreement shall be made by Seller during the term of this Agreement. Buyer may assign all or any of its right, title and interest under this Agreement to any corporate, limited liability or partnership entity affiliated with, or related to Buyer ("**Affiliate**"). No such assignee shall accrue any obligations or liabilities hereunder until the effective date of such assignment. In addition to its right of assignment, Buyer shall also have the right, exercisable prior to Closing, to designate any Affiliate, as the grantee or transferee of any or all of the conveyances, transfers and assignments to be made by Seller at Closing hereunder,

independent of, or in addition to, any assignment of this Agreement. In the event of an assignment of this Agreement by Buyer, its assignee shall be deemed to be the Buyer hereunder for all purposes hereof, and shall have all rights of Buyer hereunder (including, but not limited to, the right of further assignment), and the assignor shall be released from all liability hereunder. In the event that an Affiliate shall be designated as a transferee hereunder, that transferee shall have the benefit of all of the representations and rights which, by the terms of this Agreement, are incorporated in or relate to the conveyance in question.

14.10 **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

14.11 **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Buyer, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained in this Agreement. No modification, amendment, discharge, waiver or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge, waiver or change is sought. Writings signed by the attorney for such party shall not be effective for purposes of this Section. Failure by either party to explicitly retain any rights under this Agreement shall not be deemed a waiver of such rights.

14.12 **Severability.** If any one or more of the provisions of 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 of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

14.13 **Survival.** Except as otherwise specifically provided for in this Agreement (collectively, the "**Surviving Obligations**"), the provisions of this Agreement and the representations and warranties herein shall not survive Closing or the termination of this Agreement, and if Closing occurs, shall be merged therein.

14.14 **Exhibits. Exhibits A** through **D** attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.

14.15 **Time.** Time is of the essence in the performance of each of the parties' respective obligations contained in this Agreement.

14.16 **Limitation of Liability.** The obligations of Seller are binding only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the affiliates, investment managers, property managers, partners, trustees, shareholders, beneficiaries, directors, or officers of Seller, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents. All documents to be executed by Seller shall also be deemed to contain the foregoing exculpation. The provisions of this Section 14.15 shall survive Closing or the termination of this Agreement.

14.17 **Prevailing Party.** Should either party employ an attorney to enforce any of the provisions hereof, whether before or after Closing, and including any claims or actions involving amounts held in escrow, the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and costs in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 18.15 shall survive Closing or the termination of this Agreement.

14.18 **No Recording.** Neither this Agreement nor any memorandum or short form of this Agreement shall be recorded or filed in any public land or other public records of any jurisdiction, by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

14.19 **Waiver of Trial by Jury.** Each of Seller and Buyer hereby waives trial by jury in any action, proceeding or counterclaim brought by such party against the other party on any matters whatsoever arising out of or in any way connected with this Agreement, including without limitation in connection with the enforcement of any remedy under any statute, emergency or otherwise.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date or dates set forth below.

SELLER:

SUCCESSOR AGENCY TO THE FORMER MONTEBELLO REDEVELOPMENT AGENCY, a public body, corporate, and politic

By:_____
Name: Rene Bobadilla
Title: Executive Director

BUYER:

SAM ENTERTAINMENT GROUP, LLC

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

Exhibits

Exhibit A - Legal Description of Real Property
Exhibit B - Depiction of Real Property
Exhibit C - Form of Deed

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEPICTION OF REAL PROPERTY

(See Attached)

EXHIBIT C

FORM OF DEED

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CenterPoint Properties Trust 1808 Swift Drive Oak Brook, Illinois 60523 Attn: Sharon Purcell	
APN(s):	SPACE ABOVE THIS LINE FOR RECORDER'S USE EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

GRANT DEED

THE UNDERSIGNED GRANTOR declares:
DOCUMENTARY TRANSFER TAX is $ _____. CITY TAX $ _____.
☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated area ☐ City of _____, and

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE FORMER MONTEBELLO REDEVELOPMENT AGENCY,** a public body, corporate, and politic ("Grantor"), hereby grants to **SAM ENTERTAINMENT GROUP, LLC** ("Grantee"), that certain real property as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") all of its respective rights, title, and interest of Grantor.

[*Signature on the following page*]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this ___ day of _____, 2022 in Montebello, California.

SUCCESSOR AGENCY TO THE FORMER MONTEBELLO REDEVELOPMENT AGENCY, a public body, corporate, and politic

_____

Rene Bobadilla, Executive Director

[*Signature to be notarized*]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA}
COUNTY OF _____}

On _____, before me, _____ , a Notary Public, personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____(Seal)

EXHIBIT A
to Grant Deed

LEGAL DESCRIPTION

Appraisal Report

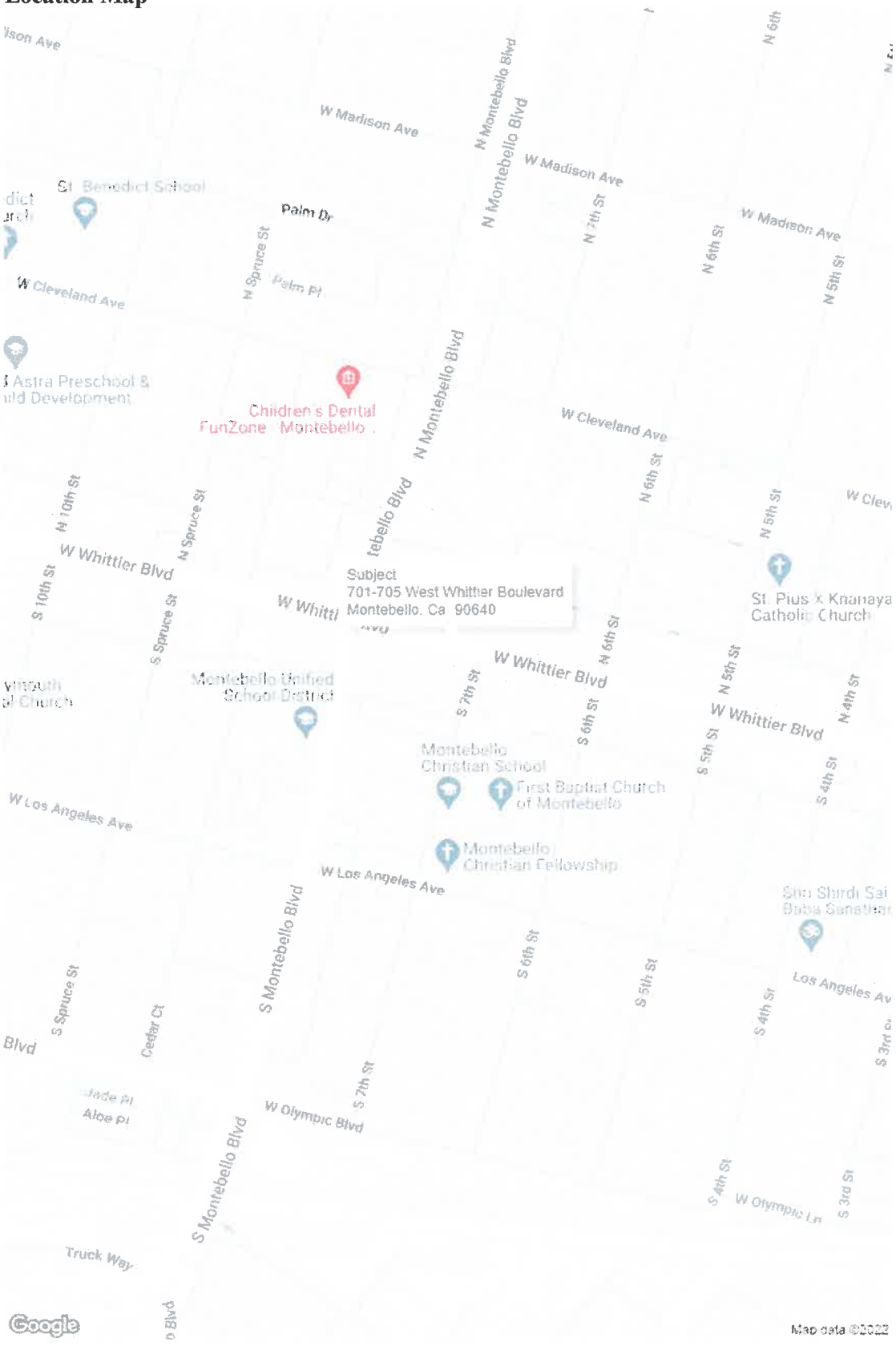
Client: Simon Simonian

Appraiser: Mike Young
1964 Montair
Long Beach, CA 90815
AG 032997

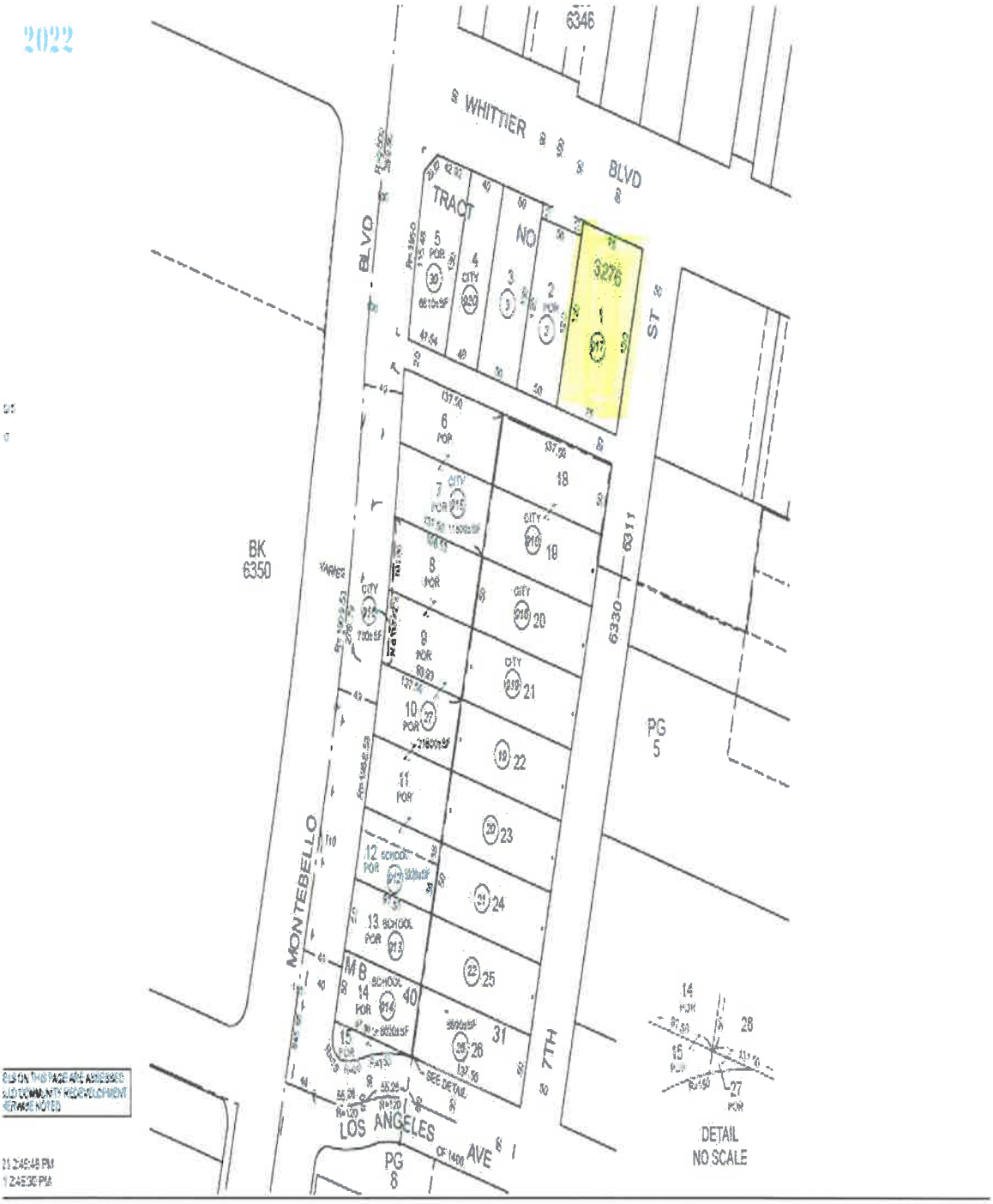
Purpose of the Assignment:
The purpose of this assignment is to estimate the current market value as of September 28, 2022 for a restaurant property located at:

701-705 West Whittier Boulevard
Montebello, Ca. 90640

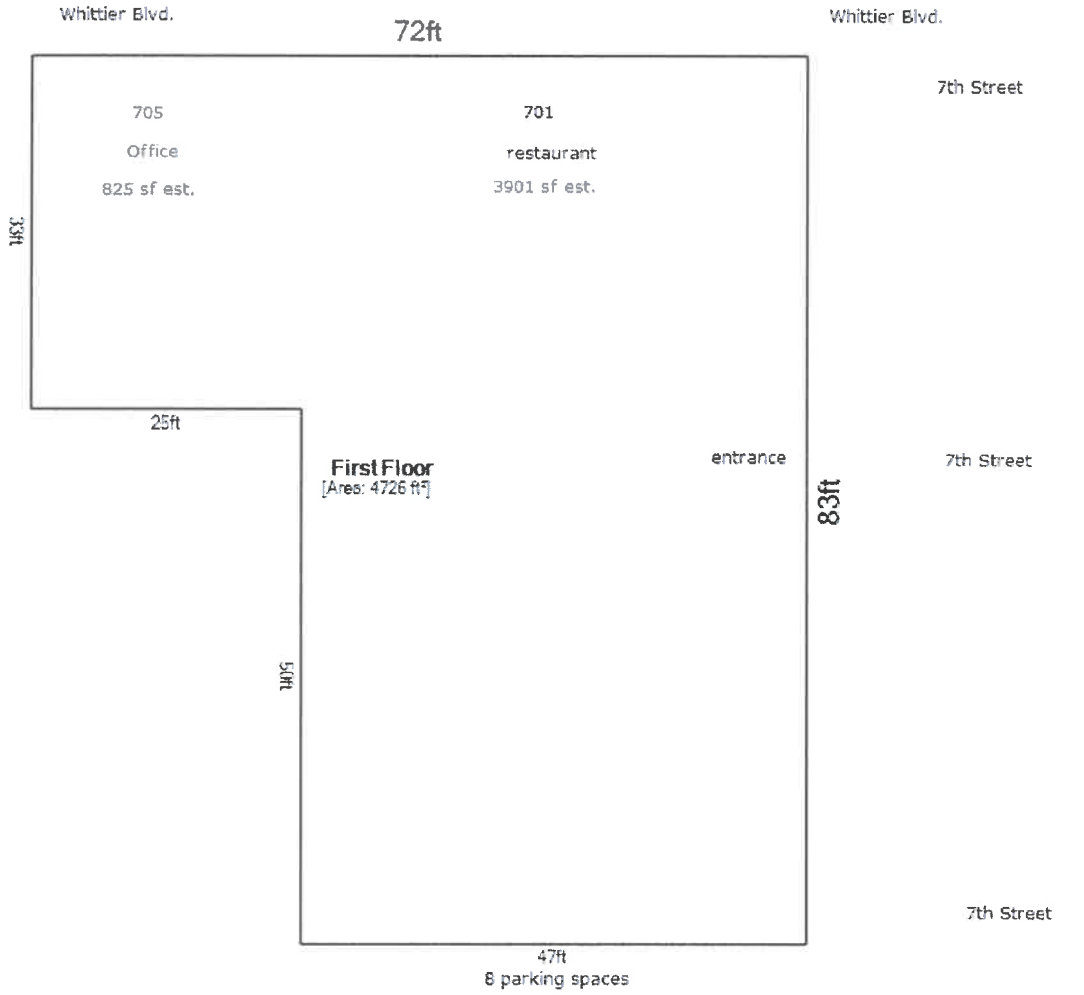
Location Map



Legal Description: Lot 1; Map Book 40, Page 31. CENSUS: 5321.01.



Sketch



12 ft

Living Area	Area Calculation				
First Floor	4726 ft²	First Floor			x 1.00 = 4726 ft²
		83ft x	47ft x	1.00 =	3901 ft²
Total Living Area (rounded):	4726 ft²	25ft x	33ft x	1.00 =	825.00 ft²

Aerial View

N Montebello Blvd
Family Dentistry
Subject
701-705 West Whittier Boulevard
Montebello, Ca. 90640
Montebello
Dental Associates
W Whittier Blvd
Montebello
Urological Associates
Gustavo Torres-Cifuentes
United Urological
Montebello
Christian School
First Baptist Church
of Montebello
Google
Map data ©2022 Imagery ©2022 CNES / Airbus, Maxar Technologies, U.S. Geological Survey

The current market value for the subject restaurant property is to be estimated by an appraiser because the potential buyer wants an opinion based on the current fair market value of similar properties in the immediate neighborhood as of September 28, 2022 to submit to the city along with an offer. There are differences in the placement of the building on the lot that may affect the visibility from the street which affects the marketability and price per square foot. The subject is 1 building on one lot, a one story tenant building is built with wood-framing totaling 3,901 square feet restaurant as measured by the appraiser on September 28, 2022 and is currently vacant. The subject is on 1 lot totaling 9,750 sq. ft. per Chicago Title Company property profile. The subject building was built in 1971. The total frontage of the lot on W. Whittier Blvd. is 72 feet, the subject is located on West Whittier Boulevard. The lot dimensions are rectangular making the total gross lot size as shown on the property profile which will be used as the lot size because there are no street and drive deductions, there is community parking behind the subject.

Reservation: The appraiser reserves the right to amend this report in the event undisclosed information is given to the appraiser after completion of this report.

Looking west on West Whittier Blvd. in Montebello, restaurant on left

Summary Appraisal Report:
This Summary Valuation Report complies with the reporting requirements set forth under Uniform Standards of Professional Appraisal Practice (USPAP) as well as those promulgated by the Appraisal Institute. As such, it presents a summary of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of value. A Summary Appraisal Report consists of the following 12 steps:

1. State the identity of the client and any intended users, by name or type;
2. State the intended use of the appraisal;
3. Summarize information sufficient to identify the real estate or personal property involved in the appraisal including the physical and economic property characteristics relevant to the assignment;
4. State the property interest appraised;
5. State the type and definition of value and cite the source of the definition;
6. State the effective date of the appraisal and the date of the report;
7. Summarize the scope of work used to develop the appraisal;
8. Summarize the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach or income approach must be explained;
9. State the use of the property existing as of the date of value and the use of the real estate or personal property reflected in the appraisal;
10. When an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;
11. Clearly and conspicuously state all extraordinary assumptions and hypothetical conditions; and that their use might have affected the assignment results;
12. Include a signed certification standard in accordance with Standards Rule 2-3 or 8-3.

Appraisal Development and Reporting Process:
Mike Young completed an exterior tour of the subject building on September 28, 2022. Mike Young is responsible for the calculations and analyses for this report. Mike Young is responsible for all the report writing and conclusions of the current fair market value of the subject property. The Sales Comparison methodology provided significant insight as to the subject's "AS IS" market value. Robin Rebollido contributed the area description. Mike visited the retail properties in the immediate area of the subject, researched Costar, Chicago Title Company and the local MLS for possible sales matches, consulted with local real estate brokers, called property managers that manage retail space in the area. The title shows 4,099 sq. ft. for APN# 6349-007-917 which will not be used as the building size in this report. The appraiser measured the building on September 28, 2022, the only building on the lot measured 3,901 sq. ft. which will be shown in this report as the total building size for the restaurant, the office size is 825 sq. ft. making the total building size 4,726. The appraiser measured the building at 4,726 sq. ft. which will be the building size used in this report. The features, amenities and condition of the comps. are based upon personal contact by the appraiser on September 28, 2022 and the week after.

Competency Provision:
Mike Young has the necessary educational background and field experience to perform a current fair market value of a restaurant property. As of the date of this report, Mike Young is a Certified General Appraiser, AG032997. Mike has completed the requirements under the continuing educational program for the AG designation as required by the State of California and the Appraisal Institute where Mike is a Practicing Affiliate Member. Mike Young is also a Licensed Real Estate Broker. His qualifications are found in the addendum.

The total liability of the appraiser is equal to the total fee paid.

I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Confidentiality:
The appraiser must be aware of, and comply with, all confidentiality and privacy laws and regulations applicable in an assignment. Disclosure of confidential information is permissible to professional peers in the real estate industry, except when such disclosure to a committee would violate applicable law or regulation. Confidential information means information that is either identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation. This report will be viewed by the city and Simon Simonian, the buyer as of September 28, 2022.

Property Ownership and Lease History:
Community Redevelopment Agency of Montebello City is the current owner of the property as shown on the property profile from Chicago Title Company. The transfer as shown by the property profile supplied by Chicago Title Company showing no sale price on December 24, 2008, document number 08-2254397.

Scope:
Data sources include Chicago Title Company, MLS, local Real Estate Brokers, CoStar, management companies, owners and appraiser's files. Whenever possible, sales were verified with the buyer, seller, or real estate agent. If data could not be verified through a party involved in the transaction and the data appeared to be consistent with other data, it was used in this analysis. Sales Comparables were verified with the owner, tenant, manager or Real Estate Representative. In all cases of data verification, the appraiser assumed that the information obtained is correct and accurate. The appraiser took a visual an exterior tour of the property on September 28, 2022 at which time the appraiser also measured the building. The appraiser took note of the exterior improvements by observing the layout, along with all the other amenities at the property. The appraiser noted both the positive and negative features of the property. The subject is a one story wood-framed building with a fire retardant roof. Visual deferred maintenance was also considered as well as any upgrades made to the structure. The appraiser did not test the electrical components, the roof or the plumbing; the appraiser assumes they are in working order. The appraiser assumed that these components did not suffer from any deferred maintenance. Only those

characteristics of the property that are relevant to its valuation will be shown in the report. The appraiser took exterior pictures of the subject's improvements. Pictures of upgrades and deferred maintenance items are included in the report. All of the customers use the driveway leading to the common parking area behind the building or street parking in front of the subject.

A Sales Comparison Approach was researched. The Income Approach was also considered because the property has been tenant occupied for many years, but is currently vacant. The Sales Comparison Approach is the only credible Approach to value because the price per square foot can be calculated from the title data and the actual rental data is vacant, many or the operators view rental data as confidential and won't disclose. Many of the restaurant related buildings in the 2,500 – 5,000 sq. ft. class are bought by owner users and investors. The rental data is not abundant and may not be accurately reported to the appraiser by their representative. The Sales Comparison Approach will be the best indicator of the final adjusted value because the building has been vacant for 10 years, the interior as told by the buyer is a fixer. Due to the lack of restaurant sale comparables, retail properties will also be considered as sale comparables.

The appraiser relied on the County Assessor's information to ascertain the subject's lot size, the property profile plat map shows 9,750 gross sq. ft. which will be the lot size used in this report. The appraiser also relied on the County Assessor's information in order to report the APN number. The legal description was taken from a Chicago Title property profile supplied by Chicago Title Company. The zoning is C2, commercial use. If the client provides a title report, it will be reviewed and taken into consideration with respect to easements, covenants, restrictions, and other encumbrances. The appraiser did research the presence of such items independently. If a title report is not provided by the client, the appraiser will rely on the observation of any apparent easements or restrictions. The use is conforming to city zoning regulations. The appraiser toured the exterior of the building to accurately describe the subject property. The appraiser viewed the neighborhood to ascertain its boundaries. The subject is located in the county limits of Los Angeles in the city of Montebello on West Whittier Boulevard, the subject is located west of the intersection at 7th and Whittier Blvd., north of Los Angeles Avenue on the south side of Whittier Blvd. The appraiser noted any positive and negative external features that may have an impact on the value. The appraiser selected comparable sales that's deemed appropriate for this assignment. Data was selected within the past 12 months from September 28, 2022. If necessary, the appraiser may expand the search time to 24 months and search area to surrounding cities in Los Angeles County. This is only done when there is insufficient sales data within the subject's neighborhood. The appraiser viewed the data used in this analysis from the street and took photos of each sale comparable. The appraiser may have to use retail properties if no restaurant owners or managers will give financial data to the appraiser.

The appraisal problem did not warrant an intensive highest and best use study. Simon Simonian has requested a current market value based on the existing sales as of September 28, 2022. Given the nature of the subject real estate, my conclusion of highest and best use

is based on logic and observed evidence. The zoning is C2, commercial use. The use as restaurant building is conforming to the zoning.

The Sales Comparison and Income Capitalization Approaches are the primary methodologies used in estimating the value of a retail restaurant property located in Montebello, but because the restaurant has been vacant for 10 years and the interior is in poor condition as told to the appraiser by the prospective buyer who has been inside the building. The Cost Approach is not used because lenders and investors believe that measuring accrued depreciation is not accurate. This was a tenant occupied property, but has been vacant for 10 years as of September 28, 2022, so no Income Approach is needed.

Appraisal Development and Reporting Process:

Mike Young completed an interior and exterior tour of the property valued in this appraisal report and is responsible for all of the report writing, analysis and valuation of this property.

The Sales Comparison Approach provided significant insight as to the subject's "AS IS" market value which takes into account the highest and best use of the property valued in this analysis. The restaurant building has 8+/- parking spaces behind the building, otherwise the entire lot is encumbered by the vacant restaurant.

Local active real estate agents and brokers, CoStar, management companies, Chicago Title Company, MLS and owners furnished the sales and rental data for this valuation.

The detail supporting documentation for this report is in Mike Young's Appraisal file. Any request for this data, reasoning and/or analysis beyond the data in this report should be in writing.

Appraisal Problem:

Since the subject property covers 48% apx. of the total lot being a one story wood-framed building with 8 parking spaces in back and street parking in front of the restaurant zoned C2 and built in 1971 and with an 4,726 sq. ft. building on a 9,750 sq. ft. of land may make finding comparable restaurant sales use properties that have sold in the last 12 months from September 28, 2022 in Montebello difficult. The appraiser has been told that the subject is contaminated which adds to the difficulty.

Purpose of the Appraisal Assignment:

The purpose of this appraisal is to provide a current market value of the above mentioned property.

Report Format:

This report will cover the appropriate topics required for a Summary Narrative Appraisal Report. The Sales Comparison is the valuation methodology used for this analysis.

Intended Use and User of the Report:

The intended use of this report is a current valuation of the property. The user is Simon Simonian and the city of Montebello. They shall use this report to ascertain the current value of the subject property as of September 28, 2022.

The current owners of the subject property are the intended users of this appraisal along with the prospective buyer, Simon Simonian. No other buyers or parties should use or rely on this appraisal for any purpose. All such parties are advised to consult with appraisers or other professionals of their own choosing.

Reservations:

The appraiser reserves the right to amend this report in the event that information not given to the appraiser during the investigation of the subject property or undisclosed information is given to the appraiser after the completion of this report.

Effective Date of Value:

The effective date of value is September 28, 2022.

Date of the Tour of the Property:

The tour of the exterior of the subject was on September 28, 2022. The building was measured by the appraiser on September 28, 2022.

Date of the Report:
The date of the report is October 3, 2022.

Definition of Market Value:

The Office of the Controller of the Currency under 12CFR, Part 34, subpart C-Appraisals 34.12 defines market value as:

The most probable price which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby;

1) Buyer and seller are typically motivated;
2) Both parties are well informed or well advised, and acting in what they consider to be their own best interest;
3) A reasonable time is allowed for exposure in the open market;
4) Payment is made in terms of cash U. S. Dollars or in terms of financial arrangements comparable thereto; and
5) The purchase price represents the normal consideration for the property sold unaffected by special or creative financing.

Interest Valued:

The property is valued under a Leased Fee Interest ownership. "The Dictionary of Real Estate Appraisal, seventh edition" which is published by the Appraisal Institute defines Leased Fee Interest as "The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires." This is considered a tenant occupied property, so a Leased Fee Interest ownership exists.

Subject's Indicated Exposure and Marketing Time:

Based on overall market conditions where there is high demand and very little inventory, the indicated sales exposure time for these properties is 1-24 months. This exposure time assumes that a local professional realtor posts the listing on the local multiple listing services, advertises the property in local and trade newspapers and uses their private mailing lists (if any). Exposure time has not been provided and marketing time is based upon the actual time on the market.

Extraordinary Assumption:

The appraiser is assuming that the soil is contaminated. The owner has not provided a phase one report to the appraiser.

Hypothetical Condition: The subject building is built with a permit from the city.

Report Format:

This report will cover the appropriate topics required for a Summary Narrative Appraisal Report. The Sales Comparison and Income Approaches are the valuation methodologies relied on for this analysis.

Montebello City Description: Montebello is a city of 61,204 people located on 8.4 square miles in the southwestern part of the San Gabriel Valley between the 60, 5, and 605 Freeways. The city is bordered by Monterey Park to the north, South El Monte to the northwest, Pico Rivera to the southwest, Bell Gardens to the south, and East Los Angeles to the west, and it is 8 miles east of downtown Los Angeles. Montebello is a member of the Gateway Cities Council of Governments. The city's name means "beautiful mountain." Montebello has sister cities in Ashiya, Japan and Ensenada, Mexico.

Before the Spanish occupation of Southern California, the area near Montebello's Rio Hondo River was the territory of the Tongva Native American tribe. In 1771, Mission San Gabriel Arcangel was founded near the river, but after a flood, the mission moved north to the area that is now the city of San Gabriel. Around that time, the area that is now Montebello was part of Rancho San Antonio, Rancho La Merced, and Rancho Paso de Bartolo. Rancho La Merced is the oldest standing structure in the city. In the 1847 Battle of Rio San Gabriel, which took place in part of present-day Montebello, was an important victory for the U.S. Army in the Mexican-American war.

After the Civil War, 5,000 acres of east Los Angeles were owned by Alessandro Repetto. When he died in 1885, his rancho was sold to 5 businessmen, including Isaias Hellman and

Harris Newmark, for around $12 per acre. 1,200 acres were owned by Newmark and his nephew Kaspare Cohn, and the town of Newmark was established in that portion of the rancho in 1899. The land was subdivided and the Montebello Land and Water Company completed a water system in 1900. The town was originally an agricultural community, which grew berries, fruits, vegetables, and flowers, but in 1917, oil was discovered in the hills, and many of the farms became oil fields. The town name was changed to Montebello in 1920 when the city was incorporated. A large part of south Montebello was populated by Japanese American farmers, who subsequently lost their property due to the Japanese internment during World War II. Many of those people were unable to return and reclaim their homes.

The city of Montebello has 61,204 residents, giving it a population density of 7,347 people per square mile. The city's population density is more than triple the county average. By age, the population is 6.0% under 5 years old, 15.9% 5-17 years old, 62.5% 18-64 years old, and 15.6% 65 or older. The median age in the city is 36.9 years old. There are more women than men in the city; 51.4% of residents are female and 48.6% are male. 79.0% of residents are Hispanic or Latino, and 6.6% are white and not Hispanic or Latino. By race, city residents are 50.7% white alone, 0.9% Black or African American, 0.8% American Indian and Alaska Native, 13.4% Asian, 0.1% Native Hawaiian and Other Pacific Islander, and 7.4% of two or more races. 36.7% of people in Montebello were born outside of the U.S, and 70.7% speak a language other than English at home.

The city has a low educational attainment compared with Los Angeles County, since only 74.7% of adults have a high school diploma and only 19.3% have a Bachelor's degree. 65.1% of residents 16 or older have jobs. 72.37% of jobs in the city are considered "white-collar," While 27.63% are considered blue collar. 8.79% of the work force is made up of entrepreneurs. 69.76% of workers work for private companies, while 14.34% work for the government, 8.79% are self-employed, and 7.11% work for not-for-profit companies. Income in the city is low for Los Angeles County, as the median household income is only $62,781, the average household income is $80,507, and the per capita income is $25,672. Even so, the poverty rate is lower than the rest of the county, with 12.2% of Montebello residents living in poverty. 10.8% of city residents do not have health insurance.

The city has 19,900 housing units at a density of 2,389 units per square mile. The median year built for housing in the city is 1963, so the average home in the city is 59 years old. 44.3% of housing units are owner-occupied. The median value of owner-occupied units is $519,000, which is about $100,000 lower than the average for the county. 62.01% of housing units in the city have a mortgage. The median gross rent in the city is $1,443, which is also lower than the county average.

There are 18,842 households in Montebello, with an average of 3.30 people per household. 78.05% of households are families, while 21.95% are non-family households. 37.77% of households have minor children living with them. 89.5% of households have a computer, and 80.4% have a broadband internet subscription.

Montebello is a center for trucking and specialty vehicle production, where wheels, engines, underbodies, refrigerated trucks, campers, and truck trailers are made. The city is also home to various bakeries, meat companies, paper distributors, beverage distributors, warehouses, petroleum distributors, and lumber suppliers. The top 5 employers in the city are Kaiser Permanente, Montebello Unified School District, Monarch Litho, The Shops at Montebello, and Beverly Hospital. The total accommodation and food services sales are over $135 million annually. Health care and social assistance receipts/revenue are over $476 million. Total retail sales top $1.05 billion annually, and annual retail sales per capita are $16.636.

Montebello is represented by Democrats at both the state and national levels. It is represented by Bob Archuleta in the California Senate, Cristina Garcia and Mike Fong in the State Assembly, and Linda Sanchez in the U.S. House of Representatives. The city uses a city council/city administrator government. The city administrator works under the City Counsel to manage city employees and the 6 city department heads. Montebello's city council is comprised of Mayor Kimberly Ann Cobos-Cawthorne, Mayor Pro Tem Angie Jimenez, Scarlet Peralta, Salvador Melendez, and David Torres. The city clerk is Christopher Jimenez and the city treasurer is Raphael Gutierrez.

Law enforcement in Montebello is provided by the Montebello Police Department, with 74 officers and 24 civilians. The department also has a Reserve Office Corps, a Police Explorer Program, a Police Chaplain Corps, and a "Citizens on Patrol" program. The Montebello Fire Department has 3 fire stations. The Montebello Unified School District provides 18 elementary schools, 6 intermediate schools, 5 high schools, and 4 adult schools to Montebello and neighboring communities. There are also several private schools in the city, including Saint Benedict School, Our Lady of Miraculous Medal Parish School, Cantwell-Sacred Heart of Mary High School, and a k-8 school at St. John's Lutheran Church.

The personal automobile is the dominant mode of transportation for Montebello residents, and the city has access to multiple freeways, including the 5, the 60, and the 605 along its borders. The Port of Los Angeles is a short 20-minute drive from Montebello, and within a 10-minute drive is a railroad yard and a freight handling center. Montebello Bus Lines has an annual ridership of over 8.2 million. The Bus lines are owned by the city and have 66 buses.

Los Angeles County Description: The subject property is located in the State of California and in the County of Los Angeles. Los Angeles County is comprised of over 2,598,380 acres of land and 443,100 acres (14.55%) that are covered with water. Los Angeles County is by far the most populous county in the country; at 10,347,437 in July 2008, it held 27% of the state's population. It was one of the 27 original counties of California, created on February 18, 1850 at the same time as the state. Parts of the county were transferred to San Bernardino County, Kern County, and Orange County during the late 1800s.

Los Angeles County borders 75 miles of coastline along the Pacific Ocean, which comprise roughly 9% of California's Pacific beaches. The topography also includes mountain ranges,

valleys, forests, islands, lakes, rivers, and desert. Most of the population is concentrated in the southern and southwestern portion of the county. The most populated areas are the Los Angeles Basin and San Fernando and San Gabriel Valleys. The Santa Clarita, La Crescenta, and Antelope Valleys have a moderate population. The area north of Santa Clarita Valley is mainly mountainous forests which are less populated. Los Angeles County contains 88 cities, the largest of which are Los Angeles (population 4,045,873), Long Beach (492,642), and Glendale (207,157). The county also includes several unincorporated areas, which are governed directly by the county.

The average daily high temperature ranges from 54.5 to 80.4 degrees Fahrenheit, depending on location in the county. The average low ranges from 43.1 to 55.9 degrees Fahrenheit. Average annual precipitation ranges from 7.09 to 34.90 inches. Sandberg is the location in the county with the most snowfall, and it averages 20.7 inches. Most areas of the county do not have snowfall. The annual average humidity ranges from 70.2 to 80% during the morning and 52 to 65% in the evening. The altitude in the county ranges from 9 feet below sea level in Wilmington to 10,080 feet above sea level at the top of Mt. San Antonio.

The physical forces of the county are positive. The mild climate attracts a large population from all over the country, as well as the world. Though the topography is varied, the county contains a large percentage of flat land, which is conducive to building. Most of the sloped areas of the county provide attractive settings and views. Utilities are sufficient in most of the developed areas of the county. As growth spreads throughout the less populated areas, utility expansion follows. The cost of the added utilities causes high construction costs, which affect the feasibility of new construction in the outlying areas.

Los Angeles County has the highest population of all of the census-designated areas in the country. The county's population is also one of the world's most diverse, with the plurality of the population identifying as Hispanic or Latino, and over 1.4 million Asian residents, the largest Asian population in the country. As of 2008, there were 10,347,437 people and 3,385,944 housing units. The population density was 2,424 people per square mile and the housing density was 871 units per square mile. The county's estimated racial makeup as of 2008 was 28.9% White, 9.4% African American, 13.2% Asian, 47.7% Hispanic or Latino, 1.0% American Indian and Alaska Native people, and 2.3% from other or multiple races. 45.9% of the residents report speaking only English at home, while 37.89% report speaking Spanish, 2.22% Tagalog, 1.98% Chinese, 1.87% Korean and 1.57% Armenian. The county's population contained 25.8% persons under 18, 63.5% 18- 64, and 10.7% 65 or older. The median age was 32 years, and 50.5% of residents were female. 36.2% of the population was foreign-born, and the majority of these people were born in Mexico.

The median household income as of 2008 was $55.452. The median family income was $46,452. The median per capita income was $33,179 in 2004. 14.4% of families and 17.9% of the population, including 24.2% of children and 10.5% of the elderly, lived below the poverty line. In 2007, private nonfarm employment was 3,866,150. The major industries include goods producing (637,200 employees), wholesale and retail trade (613,900), government (599,200), and professional and business services (568,400). The gross

metropolitan product of the Los Angeles-Long Beach-Riverside area in 2008 was 831 billion dollars. The major industries in Los Angeles County are international trade, motion picture and television program production, music recording and production, aerospace, and professional services such as law and medicine. Because of the diverse employment base and the high amount of imports, the county has a large amount of taxable sales. The sales in 2006 were $136.16 billion, which accounts for roughly one fourth of the total taxable sales for the state of California. Were Los Angeles County a nation, it would have the 19th largest economy in the world.

As of 2008, the total housing stock of Los Angeles County was 3,385,944 - 26.6% of all housing in the state. 2010 estimates show a vacancy level of 5.4% throughout the county. Across the county, the vacancy levels range from 4.0% in the Harbor Area to 6.1% in West Los Angeles. 47.9% of residences are owned. The median prices for single family homes and condominiums in the county in September 2008 were $360,000 and $350,000, respectively. This was a decrease of 39% from the $583,160 value as of October 2006. 42.2% of housing units were in multi-unit structures.

The county has varied transportation services, the automobile being the most commonly utilized. The county has several airports, the largest of which is Los Angeles International Airport (LAX) in Los Angeles. Long Beach Municipal Airport and Bob Hope Airport in Burbank also accommodate commercial airlines. The county also has train services, including Amtrak intercity trains to locations throughout the country and the Metro-link commuter rail, which connects most of the greater Los Angeles area. The Los Angeles County Metropolitan Transportation Authority also provides light rail, subway, and both short- and long-distance bus service. Serving the most common transportation source, automobiles, is the freeway network of 740 miles, which is maintained by Caltrans and patrolled by the California Highway Patrol, and the street network, most of which is maintained and patrolled by the cities. Both the freeways and some streets in Los Angeles County are notorious for severe traffic congestion.

The county's two major seaports are the Port of Los Angeles and the Port of Long Beach. The two ports handle over 25% of the container traffic entering the United States (7.4 million TEUs in 2004), which makes them the most important and largest ports in the country. The Port of Los Angeles is the largest cruise ship center on the west coast, serving over 1 million passengers in 2008.

The county is governed by a 5 member legislative, executive, and quasi-judicial body called the Los Angeles County Board of Supervisors. The county also has a Chief Executive Officer, , who oversees the many departments the county has. The 88 cities within the county have their own city councils.

The county is liberal, but has a few conservative cities. In 2008, L.A. County was represented in the US Congress by 18 representatives and 2 senators, and by 14 senators and 26 Assembly members in the state legislature.

Los Angeles County is home to Los Angeles Unified, the largest school district in the state, and many prestigious universities, including UCLA, USC, California Institute of Technology, Cal Poly Pomona, and Pepperdine. In 2008, the county was home to 81 school districts, 100,224 teachers, 1,934,091 students, and 2,978 schools. The high schools had an 18.9% dropout rate throughout the county.

The county contains many points of interest. The most visited park, Griffith Park, is owned by the City of Los Angeles. The county hosts the annual Rose Parade in Pasadena, the Toyota Grand Prix in Long Beach, and the Los Angeles County Fair in Pomona. The county also contains the popular attractions the La Brea Tar Pits, the RMS Queen Mary, Six Flags Magic Mountain, Universal Studios, Raging Waters water park, and miles of beaches.

Although the housing crash of the 2000s negatively affected values in Los Angeles County, its diverse employment base, regional resources, desirable weather, and governmental services offer support to the population and enhance the marketability and stability of value of its real estate.

Sources: census bureau, los angeles county annual report

Site Description:
A title report was not provided. The legal description in this report came from a Chicago Property Profile. Utility easements are readily observable along Whittier Blvd. There does not appear to be an encroachments at this location other than the entrance covering is on city property. The building is built with 8+/- car parking in back of the restaurant building and there is city owned common parking also behind the restaurant. The subject building is at street level. The appraiser toured the lot and building on September 28, 2022. The appraiser measured the building on September 28, 2022. The subject building is shown on the aerial view showing there is 1 building on one lot totaling 9,750 sq. ft., the restaurant is residing on one lot with one assessor parcel number 6349-007-917. The address 701 and 705 are on the front of the building. The subject building resides on 9,750 sq. ft. on 1 lot. The lot is at street level and rectangular shaped. There are 8 +/- open parking spaces in back of the restaurant along with city owned common parking for employees and customers. The subject is in poor condition for the area, it has been vacant for 10 years as told by the city to Simon. The exterior of the building is painted stucco over wood-framing.

West Whittier Boulevard is a primary street that intersects with Garfield Avenue, travels from Los Angeles to La Habra. The subject is east of Montebello Boulevard and north of Los Angeles Avenue.

There is a commercial building next door to the north and south of the subject and a commercial building across the street west from the subject.

Soils Report:
A soils report was not provided, but if environmental problems are not reported to the city or the fire department may impact the subject's value. Because the building

was built in 1971, **we assume that the soil can support the building weight of a one story structure.**

Access:
Vehicular ingress and egress to the parcels are available from 7th Avenue. There are 8+/- total on-site open surface parking spaces. The public streets are maintained by the city of Montebello Public Works. Public pedestrian access is from the front of the building or the common walk thru to the common parking spaces south of the subject. The public access streets do not limit large, heavy delivery trucks.

Environmental Impact Study:
An environmental impact study was not performed for this analysis. An expert should be retained to ascertain whether there in fact has been any soil contamination. For purposes of this report, **the appraiser has assumed that there is soil contamination because the use was a gas station before the restaurant was built in 1971.**

Covid 19 Virus Pandemic:
This appraisal report is not a home inspection and should not be relied on the disclose fault, defects, or property condition problems present at the subject property. The appraiser is not a home inspector. A formal home inspection for the subject property was not provided to the appraiser. The appraiser does not guarantee or imply that the property is free from defects. A professional home inspection is recommended on all property purchase transactions. Due to the limited extent of the appraiser's observation of the property, it is assumed that all major components of the subject, and comparables, are built to community standards typical of the era when the improvements were built or updated. We do not research building permits, well or sewage disposal information. I do not know if building permits were obtained or what building codes were in effect at the time of the improvement's construction or modification. No verification of building or land use permit was performed. We assume that all hidden components (including but not limited to framing, foundation, plumbing, electrical, insulation, HVAC systems) exist, were built to local standards and are in working order. Typically crawl spaces and attics are not entered or viewed. It is assumed that there are no structural defects hidden by floor or wall coverings and that all mechanical equipment, appliances, electrical components, and roofing are functional. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraisal does not serve as a warranty on the complete condition of the property. This appraisal does not guarantee or prediction of future market condition, the data that was available to me through the mls and title company about what is happening currently in the market was used as well as an exterior tour of the subject and the immediate area.

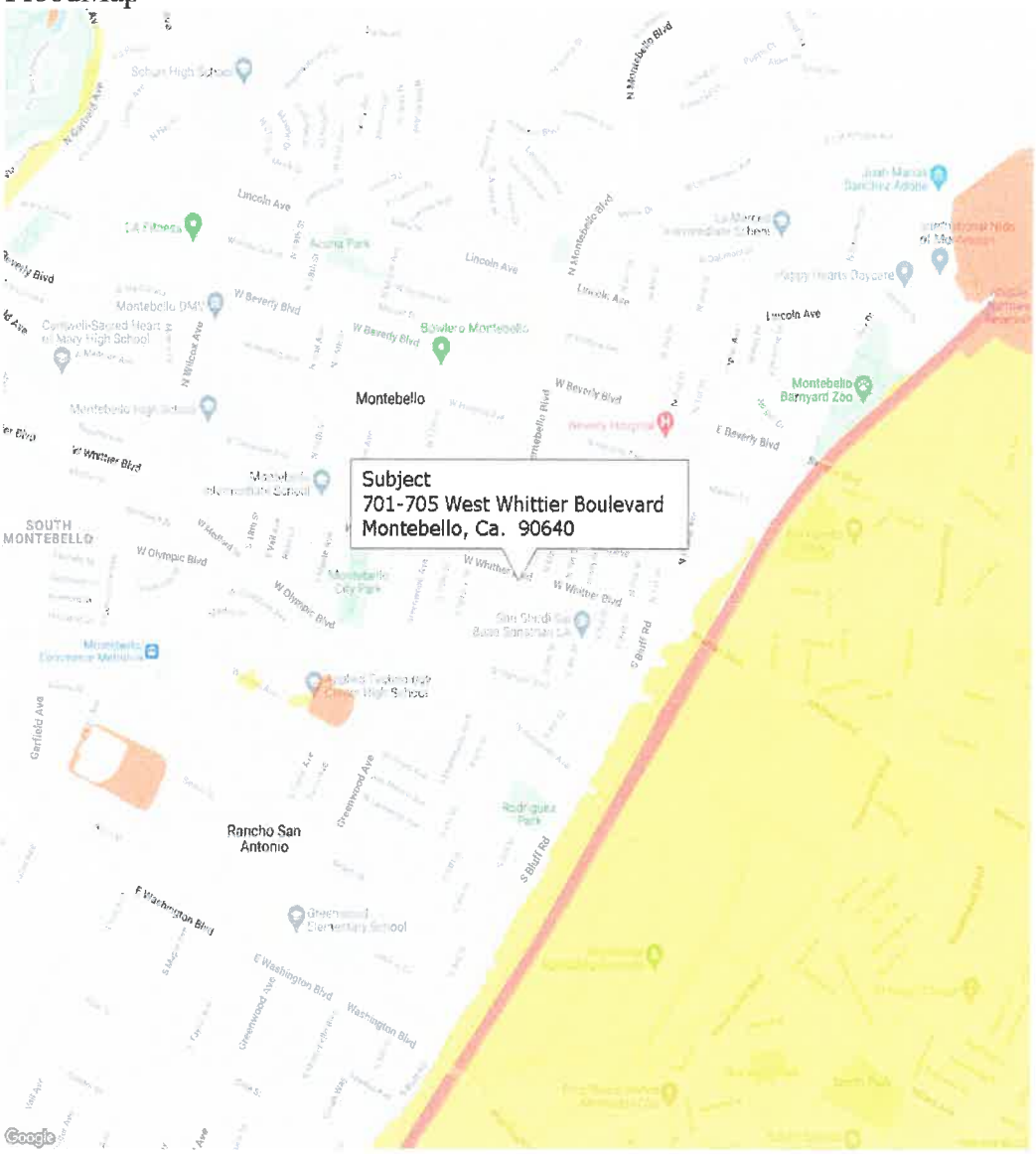
This appraisal was performed during the COVID-19 pandemic which has bejun to have widespread economic and health impacts throughout the United States, including Orange County. The analyses, conclusions and value opinion in this

appraisal are based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this report should be construed as prediction of future market conditions or value.

Contamination of Soil:
The appraiser has been told by the prospective buyer, Simon, that he was told by the city that the subject property is contaminated because the gasoline storage tanks were not removed before the restaurant was built. The cost of cleaning the soil has not been determined, so the appraiser will estimate the cost of clean-up without a report and deduct the result from the adjusted sale price. The appraiser shall not be liable for the estimated cost of cleaning the soil or held liable by any party reading this report.

Flood Zone, Hazard Area and Earthquake Zone:
The subject is located in Flood Zone X, Panel # 06037C 1663F, dated 09/26/2008, which is not a designated flood zone area, map shown on the next page.

FloodMap



FLOOD INFORMATION

Community: CITY OF MONTEBELLO
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 06037C1663F
Panel: 06037C1663
Zone: X
Map Date: 09-26-2008
FIPS: 06037
Source: FEMA DFIRM

LEGEND

= FEMA Special Flood Hazard Area / High Risk

= Moderate and Minimal Risk Areas

Road View:

= Forest = Water

Sky Flood™

No representations or warranties by any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at a particular location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

Property Taxes and Assessment:
The property taxes are equal to 1% of the 1975 market value for owners as of 1975 or 1% of the sales price if the property changes ownership after 1975. Additionally, each county's taxes for voted indebtedness and special assessments could raise the property tax rate beyond 1% of the assessed value. Each year the taxes can be raised a maximum of 2%. The taxes are $0 because the subject is owned by the Community Redevelopment Agency of Montebello City.

Property APN	Land	Improvements	Total
6349-007-917	$480,000	$0	$480,000

Census Tract: 5321.01

Zoning: Based on information obtained from the city of Montebello the subject site is zoned C2, commercial zone for the city of Montebello. The fact that the building has 8+ open off-street parking spaces, the property has enough parking for restaurant use because of city owned common parking spaces behind the restaurant. The subject is conforming to zoning and parking count.

Building Description:

The subject is a 4,726 square foot, 1 story wood-framed building on a concrete slab foundation. The building resides on one lot with one APN # 6349-007-917 totaling 9,750 sq. ft. The lot is at street level and rectangular shaped with 8 open parking spaces on the lot. The building was built in 1971. The appraiser was told by the prospective buyer, Simon, that the condition of the building inside is poor, it needs to be completely rehabbed. The contamination of the soil must be addressed.

Subject Photos:

Front of the subject as seen from West Whittier Boulevard.

Rear view of subject building, 8 parking

street scene looking west on Whittier

Street behind the subject, common parking lot on right

back parking without cars

Valuation Methodologies:
The valuation methodology used in this report includes the Sales Comparison Approach.

Sales Comparison Approach:

In the Sales Comparison Approach, sales of similar improved properties are located. A thorough investigation is then made of these properties and adjustments are made for the differences between the subject and the sales. An adjusted sales price of each comparable is reconciled into an estimated market value for the subject. Local Brokers, MLS, CoStar, Chicago Title Company, owners and property managers furnished the sales data. The sales listed below are in the San Gabriel Valley in the county of Los Angeles in the city of Montebello or surrounding cities. These are recent sales that are similar to the subject in building size, lot size and use that best reflect its value based on their locations. Adjustments are made for other differences such as location, curb appeal, building size, lot size, parking and neighborhood, estimated contamination cost to cure.

In the Sales Comparison Approach, sales of similar improved use properties have been located and are listed below:

Address	Price	Building Price SF	Lot Price SF	Closing Date	Zoning
1) 121 N. Garfield, Montebello	$862,500	$ 436.48	$128.61	7/28/22	C2

Sale 1 was bought by Bill Fa Liu and Wendy Liu on 7/28/22 as a restaurant building called Canton City, Document No. 22-0765754 for $862,500, it was not listied in the local mls. This comparable was reported in CoStar ID 6103241. This is a one story restaurant building that was built in 1962 with a 1,976 sq. ft. building on a 6,706 sq. ft. lot as shown on the plat map zoned C2 with 10 open parking spaces behind the restaurant. This is a single tenant stucco over wood-framed building. The income and expenses were not reported in the local mls. It is listed in CoStar showing income of $40,970 NOI with no expenses. The neighborhood is equal to the subject and age is equal to the subject's age. The building is on a corner lot just like the subject. This comparable is 1.36 northwest miles from the subject. APN# 6343-014-029.

2) 7540 Eastern Ave., Bell Gar.	$850,000	$702.47	$84.30	6/29/22	C4

Sale 2 was bought by LM Merita LLC on 6/29/22 as a restaurant building (Foster Freeze), Document No. 22-0676234 for $850,000, it was not listed in the local mls. This comparable was reported in CoStar. This is a one story restaurant building that was built in 1964 with a 1,210 sq. ft. building on a 10,082 sq. ft. lot as shown on the plat map zoned C4 with 17 apx. parking spaces. This is a single tenant wood-framed building. This comparable is located in city of Bell Gardens, across from the casino. The income and expenses were not reported in the local mls. It is listed in CoStar showing no income or expenses. The neighborhood is equal to the subject and age is equal to the subject's age. This is an infill property, the subject is a corner property. This comparable is 4.54 miles southwest from the subject. APN #6227-009-028.

3)612 West Whittier Bvd., Mont	$560,000	$376.34	$171.88	10/29/21	C2

Sale 3 was bought by the city of Montebello on 10/29/21 as a single-tenant renovated commercial building, Document No. 21-1629080 for $ 560,000, it was listed in the local mls # MB21212529. This comparable was not reported in CoStar. This is a one story painted stucco over wood framing built commercial building built as one building, is not a corner property that was built in 1945. The building has been painted, there is a 1,488 sq. ft. building on a 3,258 sq. ft. lot zoned C2. This comparable is located on the same commercial boulevard as he subject zoned C2. This comparable is located in city of Montebello near the subject with 2 parking spaces behind the building. The income and expenses were not reported in the local mls. The neighborhood is equal to the subject's neighborhood on Whittier Boulevard. This is an infill property, the subject is a corner property. This comparable is .05 miles northeast from the subject. APN# 6346-027-007.

4) 12504 Philadelphia St., Whit $500,000 $304.87 $48.56 10/27/21 C2

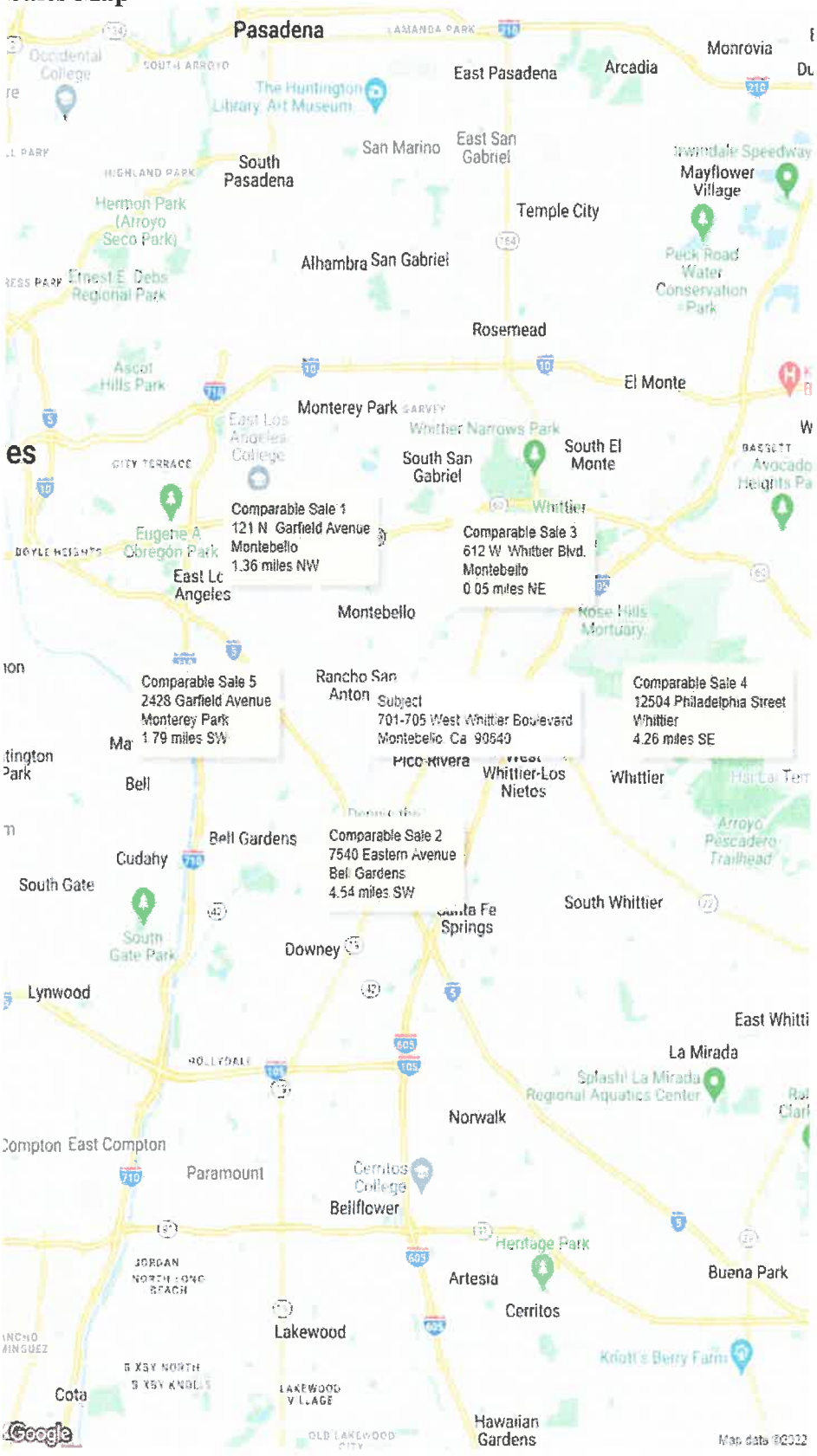
Sale 4 was bought by Whittier 12504 LLC on 10/27/21 as a single-tenant renovated restaurant building, Document No. 21-1616964 for $ 500,000, it was not listed in the local mls as sold, but it is listed as expired mls#PW18244161. This comparable sale was reported in CoStar ID5746000. This is a one story painted stucco over wood framing built restaurant building built as one building, is a corner property that was built in 1964. The building has been painted, there is a 1,640 sq. ft. building on a 10,296 sq. ft. lot zoned C2. This comparable is located on a commercial avenue even though it is across from the Whittier High School. This comparable is located in city of Whittier near Whittier High School with 14 parking spaces as counted by the appraiser. The income and expenses were not reported in the local mls. It is not listed in CoStar showing income or expenses. The neighborhood is equal to the subject's neighborhood on Philadelphia Street. This is a corner property, the subject is a corner property. This comparable is 4.26 miles southeast from the subject. APN# 8139-027-032.

5) 2428 S. Garfield Ave., Mont. Park $800,000 $368.49 $97.75 8/3/21 C2

Sale 5 was bought by Jack Hendricks LLC on 8/3/21 as a single-tenant restaurant commercial building called the Venice Room, Document No. 21-1190672 for $ 800,000, it was not listed in the local mls. This comparable was reported in CoStar ID5648783. This is a one story painted stucco over wood framing built commercial building built as one building on an infill property that was built in 1952. The building has been painted, there is a 2,171 sq. ft. building on an 8,184 sq. ft. lot zoned C4. This comparable is located on a commercial boulevard in Monterey Park. This comparable is located in Monterey Park with 17 parking spaces as counted by the appraiser. The income and expenses were not reported in the local mls. It is listed in CoStar with no income or expenses. The restaurant has an enclosed patio behind the restaurant in the parking lot. The neighborhood is equal to the subject's neighborhood on Garfield Avenue. This is an infill property, the subject is a corner property. This comparable is 1.79 miles southwest from the subject. APN# 5265-012-018.

The sales map is shown on the next page.

Sales Map


Pasadena
Monrovia
East Pasadena
Arcadia
San Marino
East San Gabriel
South Pasadena
Mayflower Village
Temple City
Alhambra
San Gabriel
Rosemead
El Monte
Monterey Park
South San Gabriel
South El Monte
Whittier
Montebello
Comparable Sale 1
121 N Garfield Avenue
Montebello
1.36 miles NW
Comparable Sale 3
612 W Whittier Blvd.
Montebello
0.05 miles NE
Comparable Sale 5
2428 Garfield Avenue
Monterey Park
1.79 miles SW
Subject
701-705 West Whittier Boulevard
Montebello, Ca. 90640
Comparable Sale 4
12504 Philadelphia Street
Whittier
4.26 miles SE
Pico Rivera
Whittier-Los Nietos
Bell
Bell Gardens
Comparable Sale 2
7540 Eastern Avenue
Bell Gardens
4.54 miles SW
Cudahy
South Gate
South Whittier
Downey
Lynwood
La Mirada
Norwalk
Compton
East Compton
Paramount
Cerritos College
Bellflower
Artesia
Cerritos
Buena Park
Lakewood
Hawaiian Gardens
Google
Map data ©2022

Sale 1

121 North Garfield Avenue, Montebello, Ca. 90640

Sale 1 was bought by Bill Fa Liu and Wendy Liu on 7/28/22 as a restaurant building called Canton City, Document No. 22-0765754 for $862,500, it was not listied in the local mls. This comparable was reported in CoStar ID 6103241. This is a one story restaurant building that was built in 1962 with a 1,976 sq. ft. building on a 6,706 sq. ft. lot as shown on the plat map zoned C2 with 10 open parking spaces behind the restaurant. This is a single tenant stucco over wood-framed building. The income and expenses were not reported in the local mls. It is listed in CoStar showing income of $40,970 NOI with no expenses. The neighborhood is equal to the subject and age is equal to the subject's age. The building is on a corner lot just like the subject. This comparable is 1.36 northwest miles from the subject. APN# 6343-014-029.

Sale 2

7540 Eastern Avenue, Bell Gardens, Ca. 90201

Sale 2 was bought by LM Merita LLC on 6/29/22 as a restaurant building (Foster Freeze), Document No. 22-0676234 for $850,000, it was not listed in the local mls. This comparable was reported in CoStar. This is a one story restaurant building that was built in 1964 with a 1,210 sq. ft. building on a 10,082 sq. ft. lot as shown on the plat map zoned C4 with 17 apx. parking spaces. This is a single tenant wood-framed building. This comparable is located in city of Bell Gardens, across from the casino. The income and expenses were not reported in the local mls. It is listed in CoStar showing no income or expenses. The neighborhood is equal to the subject and age is equal to the subject's age. This is an infill property, the subject is a corner property. This comparable is 4.54 miles southwest from the subject. APN #6227-009-028.

Sale 3

612 West Whittier Boulevard, Montebello, Ca. 90640

Sale 3 was bought by the city of Montebello on 10/29/21 as a single-tenant renovated commercial building, Document No. 21-1629080 for $ 560,000, it was listed in the local mls # MB21212529. This comparable was not reported in CoStar. This is a one story painted stucco over wood framing built commercial building built as one building, is not a corner property that was built in 1945. The building has been painted, there is a 1,488 sq. ft. building on a 3,258 sq. ft. lot zoned C2. This comparable is located on the same commercial boulevard as he subject zoned C2. This comparable is located in city of Montebello near the subject with 2 parking spaces behind the building. The income and expenses were not reported in the local mls. The neighborhood is equal to the subject's neighborhood on Whittier Boulevard. This is an infill property, the subject is a corner property. This comparable is .05 miles northeast from the subject. APN# 6346-027-007.

Sale 4

12504 Philadelphia Street, Whittier, Ca. 90601

Sale 4 was bought by Whittier 12504 LLC on 10/27/21 as a single-tenant renovated restaurant building, Document No. 21-1616964 for $ 500,000, it was not listed in the local mls as sold, but it is listed as expired mls#PW18244161. This comparable sale was reported in CoStar ID5746000. This is a one story painted stucco over wood framing built restaurant building built as one building, is a corner property that was built in 1964. The building has been painted, there is a 1,640 sq. ft. building on a 10,296 sq. ft. lot zoned C2. This comparable is located on a commercial avenue even though it is across from the Whittier High School. This comparable is located in city of Whittier near Whittier High School with 14 parking spaces as counted by the appraiser. The income and expenses were not reported in the local mls. It is not listed in CoStar showing income or expenses. The neighborhood is equal to the subject's neighborhood on Philadelphia Street. This is a corner property, the subject is a corner property. This comparable is 4.26 miles southeast from the subject. APN# 8139-027-032.

Sale 5

2428 South Garfield Avenue, Monterey Park, Ca. 91754

Sale 5 was bought by Jack Hendricks LLC on 8/3/21 as a single-tenant restaurant commercial building called the Venice Room, Document No. 21-1190672 for $ 800,000, it was not listed in the local mls. This comparable was reported in CoStar ID5648783. This is a one story painted stucco over wood framing built commercial building built as one building on an infill property that was built in 1952. The building has been painted, there is a 2,171 sq. ft. building on an 8,184 sq. ft. lot zoned C4. This comparable is located on a commercial boulevard in Monterey Park. This comparable is located in Monterey Park with 17 parking spaces as counted by the appraiser. The income and expenses were not reported in the local mls. It is listed in CoStar with no income or expenses. The restaurant has an enclosed patio behind the restaurant in the parking lot. The neighborhood is equal to the subject's neighborhood on Garfield Avenue. This is an infill property, the subject is a corner property. This comparable is 1.79 miles southwest from the subject. APN# 5265-012-018.

Adjustments:
The paired sales technique is used to prove adjustments whenever possible. However, in this case the data is inadequate to prove adjustments by this technique. Therefore, adjustments were based on a square foot cost factor to add or subtract square footage value from the sale price per sq. ft. The appraiser has over 43 years of experience in Real Estate, so the estimated adjustments were calculated based on the appraisers experience and judgment supported by the facts found.

Discussion:
None of the sales were given time adjustments because after searching the local real estate commercial market going back 24 months, it is clear that there has not been any measurable appreciation since 2020. The subject's size of building is scarce in the commercial real estate market around San Gabriel Valley for restaurant use because of the lot size and coverage (48%). The value of the subject is based on the surrounding sales which are for the most part tenant and owner occupied investments, so a conservative approach to the final value must be made. The building is vacant in poor condition as told by the prospective buyer, so the analyses below are based on square footage of the buildings adjusted for condition, location, building and lot size. The subject is contaminated, a search for contaminated commercial property has yielded no properties found, so an estimated adjustment must be made after adjustments are made.

Property Analysis

Category	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Date of Sale	7/22	6/22	10/21	10/21	8/21
Sale Price	$862,500	$850,000	$560,000	$500,000	$800,000
Building Size	1,976 S.F.	1,210 S.F.	1,488 S. F.	1,640 S. F.	2,171 S. F.
Price per S.F.	$436.48	$702.47	$376.34	$304.87	$368.49
Lot Size	6,706 S.F.	10,082 S.F.	3,258 S.F.	10,296 S.F.	8,184 S. F.
Price per S.F.	$128.61	$84.30	$171.88	$48.56	$97.75
Lot Coverage	30%	12%	45%	16%	26%
Age	60	58	65	58	70
Location	corner lot	infill lot	infill lot	corner lot	infill lot
Condition/Age	equal	sup	equal	equal	equal
Use	owner	owner	owner	owner	owner

The Sale Comparables are within .05 to 4.5 miles from the subject, the building price per square foot range is $304.87 to 702.47 and the land price per square foot range is $48.56 to 171.88. What this shows is that Sales 1 and 3 are built out at 30 and 45%, the subject is 45% making Sale 3 lot coverage equal to the subject, based on the fact that the building/ land per square foot ratio is 45% of the lot square footage, the subject is 45% lot coverage showing that the subject is not underdeveloped when compared to the commercial sales comparables. Sales 1 and 3 are built out to the maximum (30/45%), like the subject. The

subject's lot coverage is 45%. The range of 12 – 45% is shown above. The subject is not underdeveloped when compared to the sales comparables, the subject was built in 1971, the subject is clearly at the highest lot coverage range (12-45) established by Sales 1 and 3 and the subject. The current development has 8+/- parking spaces which is not the needed parking required for a restaurant. There is a city owned common parking spaces behind the restaurant that supplements the parking count for the restaurant. Sale 3 also has city owned common parking spaces behind the building.

The subject is one building on one lot, the sale comparables found with the most characteristics in common with the subject have lot coverages of 30 to 45%, Sale 3 is the closest to the subject (45%) lot coverage. Sale 3 is not a restaurant, it is a city owned office building, but was included because it is so close to the subject. There were no restaurants found during the search that is larger than the subject, but because it is vacant and a fixer, the subject will need to be rebuilt. The fact that the subject is contaminated as stated by the city means that this is a rebuild project, the soils condition will be estimated by the appraiser because there has not been a phase one soils report given to the appraiser, the appraiser is not to have any liability as to the estimated cost to cure.

The subject is located on a primary boulevard, the sale comparables are located on primary streets. The sale comparables that have in common with the subject is Sales 1- 5, all are on busy primary boulevards.

The subject is in poor condition because it has been vacant for 10 years as stated by the city, it was built in 1971 in place of a gas station. The difficulty in this valuation is that the subject building is not comparable to the properties in the immediate area in San Gabriel Valley because of the building and lot size and contamination. The sale comparables are mentioned on the previous page and below:

Sales Analysis

	Sale 1	**Sale 2**	**Sale 3**	**Sale 4**	**Sale 5**
Price S.F.	$436.48	$702.47	$376.34	$304.87	$368.49
Time Adjustment	-	-	-	-	-
Location	-	- 300	-	-	-
Building Size	- 27.50	- 35.16	- 32.38	- 30.86	- 25.55
Lot Size	+ 3.04	- .33	+ 6.49	- .54	+ 1.56
Condition	- 250	- 250	- 250	- 150	- 250
Adjusted SF	$162.02	$116.98	$150.45	$ 93.47	$ 94.50
Location	equal	sup	equal	equal	equal
Use	owner	owner	owner	owner	owner

Reconciliation of Value:

In this report, the smaller buildings need to be adjusted downward, so the adjustment is negative for smaller buildings. The larger building needs to be adjusted upward, so the adjustment is positive for the larger building. Below is the Adjustment Discussion:

Adjustment Discussion:

Time: No time adjustment was taken because it is evident in the sales from 2020 to 2021, there has been no measurable movement upward, so no adjustments were made.

Location: Sale 2 has a superior location, so an estimated $300 per sq. ft. was deducted from the sale price.

Building Size: Since there are not enough sales to get a pairing, the adjustment was calculated by multiplying the difference between the subject and the sale by .01 and adjusting upward if the comparable was larger than the subject or downward if the comparable was smaller than the subject. Larger buildings usually sell for less per sq. ft. than smaller buildings, a buyer will pay more to get a smaller building in a good location, even if it is more per square foot. All of the sales are smaller than the subject in building size.

Lot Size: Since there are not enough sales to get a pairing, the adjustment was calculated by multiplying the difference between the comparable and the subject by .001 and adjusting upward if the comparable was smaller than the subject or downward if the comparable lot (s) were larger than the subject lot. The subject is on 1 lot west of the 605 Freeway on West Whittier Boulevard. The subject is a single tenant building, 2 single-tenant buildings were found to have sold in 2020-21 (Sales 2, 4). If the lot is smaller, you must buy more land to equalize, so you add the estimated lot difference to the price per sq. ft. (Sales 1, 3, 5).

Condition: The subject is in poor condition as stated by the prospective purchaser who has been inside the restaurant, he stated the entire building needs to be rehabbed. The estimated cost of $150 per sq. ft. is estimated by the appraiser for Sale 4 and is deducted from the adjusted price per sq. ft. The estimated cost of $250 per sq. ft. is estimated by the appraiser for Sales 1, 2, 3, 5 and is deducted from the adjusted price per sq. ft.

Contamination: The subject is on contaminated land, the appraiser has estimated the cost to cure at $265,000 ($56 per sq. ft.) which is deducted from the sale comparables after adjusting for property size, lot size and condition.

Zoning: There is no adjustment for zoning, all sales and subject are in commercial zoning.

Sales Discussion:

All of the sales are located in the San Gabriel Valley, Sale 1 is in Montebello. Sale 2 is in Bell Gardens. Sales 3 is in Montebello on the same street as the subject. Sale 4 is in Whittier. Sale 5 is in Monterey Park.

The subject is hard to find sale comparables in Montebello because the building is so small in relation to the lot size, the subject is 4,726 sq. ft. total building size on an 9,750 sq. ft. lot, the lot coverage is 45% with 8+/- on-site parking spaces. None of the sale comparables match the subject in building or lot size, Sale 5 is the closest to the subject building size and less 5 miles away. Sales 1, 2, 4 and 5 were included in this report because of they are restaurant properties and sold recently, 2021-22. All of the sale comparables support the final adjusted value.

Sales 1 and 5 are the closest in building size. Sale 3 is the closest in location and that is why it is included in this report even though it is not a restaurant, it was bought by the city. Sales 1-5 are smaller in building size than the subject, so estimated downward adjustments were made, remember, smaller sized buildings usually sell for more per square foot. Sales 2 and 4 are larger in lot size. Sales 2, 3, 4 and 5 are good indicators of value because of building size. All of the sales support the final adjusted value range of $273.47 to 412.02 and are located within 5 miles from the subject. Sales 1 and 2 recorded in 2022. The final adjusted price per sq. ft. for Sale 1 is $162.02, Sale 2 is $166.98, Sale 3 is $150.45, Sale 4 is $93.47 and Sale 5 is $94.50. The final reconciliation should be between Sales 1 & 2 because they are the most recent recording. The final reconciliation for the price per square foot at $162 per sq. ft. is the most recent recording and is shown below:

$162 X 4,726 sq. ft. = $ 765,612
Rounding down to ....$ 765,000
Contamination..... $ (265,000)
Estimated value.....$ 500,000

Income Approach:

The income approach is not a stronger value determinate because the subject property is in poor condition, the subject has been vacant for 10 years as stated by the city. The appraiser has not included the Income Approach.

Highest and best use:

Highest and Best Use is an appraisal concept, which addresses the actual and/or hypothetical utilization of a site in relation to the physical, social, governmental, and economical constraints affecting it. Of key importance in analyzing vacant land and /or improved property in terms of the highest and best use is a determination of net benefits (monetary and non-monetary) which accrue to the property as a result of a specific program of utilization. The Appraisal Institute's concept of highest a best use as being distinguishable into two categories:

1. The highest and best use of the land, as though vacant and available for development.
2. The highest and best use of the total property as presently improved.

For purposes of determining the highest and best of the land as though vacant for development, the following definition of highest and best use is used:

The reasonable, probable and legal use of vacant or improved land, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

As vacant:
Any supportable conclusion as to the highest and best use of the land (site), as if vacant, must be capable of meeting four criteria. The use must be:

1. legally permissible
2. physically possible
3. financially feasible
4. maximally productive

Considering the site's current zoning, surrounding uses and the development of the immediate neighborhood; it is my conclusion that the highest and best use of the land, as vacant, would be to build a multi-story office building.

As Improved:
The preceding analysis examined the highest and best use of the subject site as if vacant and available to be developed to its highest and best use. This use may be determined to be different from the highest and best use of the property under the present program of use. Typically, an existing use will continue until the land value, in its highest and best use, exceeds the sum of the value of the entire property in its existing use plus the cost to remove or convert the improvements.

The conclusion indicates that the highest and best use would be to cure the contamination of the land and rehab the existing building into a working restaurant.

Final Reconciliation and Final Value Conclusion:

Sales Comparison Approach	**$ 765,000**
Contamination estimated cost to cure	**$ (265,000)**
Estimated value after adjustments	**$ 500,000**

The Income Approach is a reasonable value indicator for this type of property, but the property is vacant for the last 10 years and the prospective buyer does not want an Income Approach. The Sales Comparison Approach is the best indicator of the final estimated adjusted value. Sales 1- 5 after adjustments produced a value range from $94 to 162. By placing more weight on the Sales Comparison Approach than the Income Approach, it is my opinion that the estimated current value of 701-705 West Whittier Boulevard in Montebello as of September 28, 2022 is:

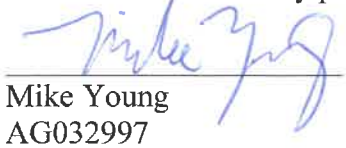
$500,000

Mike Young
Certified General Appraiser AG032997
Expires 3/9/24

2022 Certification Standard:

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest or bias in this property and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the development or reporting of a predetermined value or direction or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal.
6. This appraisal was not based on requested minimum valuation, a specific valuation, or the approval of a loan.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I made a personal exterior tour of the property on September 28, 2022. The appraiser measured the property on September 28, 2022.
9. No one provided significant professional assistance to the person signing this report.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.
13. The court cost per hour is $250 with a two hour minimum and must be paid in advance of any court hearing.
14. The total liability of the appraiser is equal to the fee paid to the appraiser.
15. I have not performed services as an appraiser within the three year period immediately preceding acceptance of this assignment.



Mike Young
AG032997
Expires 3/9/24

Assumptions and Limiting Conditions:

1. As agreed upon with the client prior to the preparation of this appraisal, this is a Summary Narrative Appraisal Report.
2. This is a Summary Narrative Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice for a Summary Narrative Appraisal Report. As such, it does not include discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the date, reasoning, and analyses is retained in the appraiser's file. The information contained in this report s specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for the unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.
11. Any sketch used in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and interim use improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and /or toxic materials. Any comment by the appraiser by the appraiser that might suggest the possibility of the presence of hazardous waste and /or toxic materials would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such

material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
15. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.
17. **I am aware of my duty to assist the Court and not be an advocate for any party. I have made this report in conformity with that duty and will, if called on to give oral or written testimony, give that testimony in conformity with that duty.**

Mike Young
1964 Montair
Long Beach, Ca. 90815

Qualifications

Thirty six years of progressively more complex real estate sales and leasing transactions including: Single family residences, apartments, shopping centers and various types of commercial and office properties, together with my Real Estate Brokers License and Certified General Appraisers License:

Areas of Special Competence in Sales and Appraisals

Industrial Land	Apartments	Office Buildings
Commercial Land	Apartment Complexes	Retail Buildings
Residential Land	Condominiums	Industrial Buildings
Single Family Residences	Shopping Centers	Special Purpose Uses

Key Achievements

- Leased a $20,000,000 office building in West Los Angeles for Vanguard Holdings, a $15,000,000 office building in Santa Monica for Vanguard Holdings
- Appraised a car repair center located on Santa Monica Boulevard, California
- Exchanged 2 properties that were purchased by my clients in the Detroit, Michigan area for 104 apartment units in Fresno, California
- Sold a 10,000 square foot office building vacant for Mobil Modular Development in Orange County, then, after leasing up the vacant building, resold it for a profit
- Sold Ago's restaurant on West Melrose, Hollywood
- Wrote a lease for Subway Corporation in Cypress, California
- Leased a restaurant in Long Beach for McDonalds Corporation
- Worked with George Aratani, Vice President for Mikasa Corporation on valuation of finances and estate tax reduction issues
- Implemented financial planning Investment Plans for Richard Flint, Vice President of Western Mutual Bank in Westwood
- In 1984, became the Investment Manager for Century 21 Park Realty Corporation
- In 1989, became Top Salesman for Century 21 Region for Southern California
- Working for Cigna, developed financial plans for top Los Angeles and Orange County Business Executives
- Appraised a 47 Unit Apartment Building in Orange County
- Appraised a commercial building for a Los Angeles non-profit corporation
- Completed many RCS reports for Los Angeles based owners of large apartment buildings for HUD
- Appraised Apartment Buildings in Los Angeles that were rented under Section 8, but were in a rent control environment
- Appraised for the City/County of Los Angeles redevelopment departments
- Appraised for many local banks including Pacific Commerce Bank, The Bank of Whittier and Affinity Bank.

Professional Experience

Mike Young, Certified General Appraiser	12/2007 to present
Coldwell Banker Coastal Alliance	7/2009 to present
Century 21 Park Realty - HomeLife Park Realty	6/1988 to 6/2009
Real Estate Trainers – Instructor for Appraisal	6/2008 to 7/2009
Gold Coast Appraisals, Inc.	8/2004 to 12/2007
Land Acquisitions Agent for Housing Alternatives	2001 to 2003
Director of Office Leasing for Metro Properties	2000 to 2001
Loan Officer for Loan Works, Residential and Const. Manager Commercial Division	1999 to 2000
HomeLife Park Realty	1993 to 1999
Financial Planner for Cigna Group	1992 to 1993
Institutional Property Consultants-Investment Advisor	1990 to 1992
Manager of Century 21 Park Realty Investment Division	1988 to 1990
Investment Banker	1982 to 1988
Edgewater Realty (J & B Equities)	1980 to 1982
Roybal Realty	1978 to 1980

Professional Affiliations

Multiple Listing Services
- Pacific West Real Estate Listing Service (PWR)
- Gold Card Holder of the Real Estate Exchange Institute #1445
- Member of the Santa Fe Springs Chamber of Commerce
- Past Member of the Real Estate Exchange Institute's Long Beach Chapter
- Past Member of the Newport-Costa Mesa Board of Realtor's

Office of the Real Estate Appraisers (OREA)
- Real Estate Certified General Appraisers License under OREA, Lic. # 032997
- Currently certified under the continuing education program of the OREA

California Department of Real Estate
- 1978 Real Estate Agent
- 1999 Real Estate Broker

College Course Work

Pasadena City College — Mathematics
Rio Hondo City College — Real Estate
Long Beach City College — Real Estate Broker

Education

Appraisal Courses

Basic Appraisal Principles
Residential Sales Comparison And Income Approaches
Federal and State Laws And Regulations
General Income Applications
IRS Appraisal Process
Valuation of partial acquisitions
Basic Appraisal Procedures
National USPAP Course
Appraisal Principles and Techniques
The Appraiser as the Expert Witness
Basic Income Capitalization
Win Win Negotiations
How you count
Right of way seminar
FHA/VA Appraising
Mortgage Fraud
Expanding your Appraisal Business in a Down Market

Real Estate Courses

California Department of Real Estate License
The Wellenkamp Decision
The Legal Aspects of Real Estate
Real Estate Exchange and Taxation
Real Estate Exchange Class- Gold Card
Advanced Real Estate Exchange Class
Apartment Building Appraising and Analysis
Trading Trust Deeds
1034 Real Estate Exchange Class
Real Estate Valuation
Real Estate Appraisal
An Introduction to Commercial Real Estate Valuation
Applied Residential Property Valuation
Ethics Course
Fair Housing Course
Trust Funds Course
Real Estate 80
Real Estate Law
Real Estate Marketing
International Marketing
International Business Management
Using Creative Financing
Marketing Real Estate

Licenses

Real Estate Certified General Appraiser License # 032997
Real Estate Broker License # 0064008

Instructor

Classes taught for Real Estate Trainers (RET):

Basic Appraisal Procedures
Basic Appraisal Principles
Residential Report Writing
Market Analysis and Highest & Best Use
Residential Site Valuation and Cost Approach
Residential Sales Comparison and Income Approaches
Advanced Real Estate Applications and Case Studies
Mastering Unique and Complex Property Appraisal
Statistics, Modeling and Finance
Appraisal Exam Prep Course
Appraisal Mathematics
Certified General Math

Tutor

Real Estate Trainers (RET)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Successor Agency to the former
Community Redevelopment Agency
of the City of Montebello
1600 Beverly Boulevard
Montebello, California 90640
Attn: Executive Director

EXEMPT FROM RECORDING FEES
(*Government Code* §§6103 & 27383)

Space Above Line for Recorder's Use Only

APN: 6349-007-917

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ___ day of _____, 22__ by the SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, a public body, corporate, and politic (hereinafter "Declarant"), with reference to the following facts:

RECITALS

A. Declarant is the sole owner in fee simple of that certain real property located at 701-705 W. Whittier Boulevard in the City of Montebello, County of Los Angeles, State of California, commonly referred to as Assessor's Parcel Number 6349-007-917 as legally described in Exhibit A (the "Parcel").

B. In anticipation of disposing of the Parcel, Declarant has complied with the requirements of the California Surplus Land Act (California Government Code § 54220 *et seq.*, the "Act") as follows:

1) On April 27, 2022, the Successor Agency to the Former Community Redevelopment Agency of the City of Montebello (as governing body for Declarant) adopted Resolution No. 22-03 declaring the Parcel to be "surplus land" pursuant to Section 54221(b)(1) of the Act;

2) Declarant prepared a proposed form of "notice of availability" for the Parcel, submitted the proposed form to the Department of Housing and Community Development ("HCD") for its review, and subsequently circulated an HCD-approved "notice of availability" to all statutorily entitled entities;

3) Declarant received one (1) notice of interest proposing residential housing, which was subsequently withdrawn during faith good faith negotiations at the request of the interested party;

4) Declarant did not receive any "notices of interests" proposing any residential uses within the statutory period of time; and

5) Declarant desires to move forward with disposing of the Parcel without further regard for the Act; provided however that to do so, the Declarant must first comply the requirements of Section 54233 by recording the below covenant and restriction on the Parcel in a form approved by HCD.

COVENANTS AND RESTRICTIONS

NOW THEREFORE, in consideration of the above recitals, Declarant hereby declares that the Parcel is subject to the following land use covenants or restrictions, which shall run with the land and shall be enforceable against any owner who violates the covenant or restriction, and each successor-in-interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the Government Code:

> If ten (10) or more residential units are developed on the Parcel, not less than 15 percent of the total number of residential units developed on the Parcels shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing from the date of recordation of this Restrictive Covenant. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code.

IN WITNESS WHEREOF, Declarant has executed this Restrictive Covenant on the day and year first above written and agrees to be bound by the terms and provisions hereof.

DECLARANT:

SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, a public body, corporate, and politic

By: _____
René Bobadilla, Executive Director

Date: _____

Exhibit A

Legal Description

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **NOTICE OF COMPLETION - CP NO. 881, VARIOUS STREETS IMPROVEMENT PROJECT**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Various Streets Improvement Project (CP No. 881), as completed by Sequel Contractors, Inc.; and
2. Approve the final contract amount with Sequel Contractors, Inc. for the construction of the Project in the amount of $898,308, including change orders; and
3. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment A) with the Los Angeles County Registrar-Recorder; and
4. Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
5. Approve the Final Total Project Budget (Attachment B); and
6. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The approved budget for the Various Streets Improvements Project totaled $1,821,151 and was funded by a combination of Gas Tax ($1,105,000), Road Maintenance and Rehabilitation Act/SB1 ($545,000), and Measure M ($171,151) funds.

The total project budget and expenses listed in the Final Total Project Budget

(Attachment B) shows the breakdown of the project activities and expenses. The project was completed at a total cost of $1,089,838, $731,313 under budget. The remaining funds will be available for re-programming for other projects, with unspent appropriations falling back to fund balance in the respective funds (Gas Tax, RMRA/SB, Measure M).

BACKGROUND/DISCUSSION:

The Various Streets Improvement Project improved the following streets: 1) Minson Way from Sycamore Street to the Cul-de-Sac; 2) Allston Street from West City Limit to Olympic Boulevard; 3) Medford Street from Allston Street to 18th Street; 4) Millis Street from Kensington Way to Medford Street; and 5) Kensington Way from Olympic Boulevard to Allston Street

The Project entailed the removal and reconstruction of existing concrete sidewalks, curb and gutters, cross gutters, concrete driveway approaches and concrete curb ramps. The project also included cold mill of existing AC pavement and repaving the streets with Asphalt Rubber Hot Mix.

The City Council at its meeting of October 27, 2021, awarded a contract to Sequel Contractors, Inc. in the amount of $771,461 to construct the project and authorized the Director of Public Works to review and approve change orders within a 25% contingency of the contract amount. The contract is a unit priced contract and payment is calculated based on the actual quantities measured in the field. The actual quantities measured in the field resulted in an additional payment of $126,847, paid from the previously authorized contingency funds. Sequel's final contract amount, including change orders, was $898,308.

On November 24, 2021, a Letter of Engagement under Master Retainer Agreement (Agreement No. 3920) was executed with Onward Engineering for construction management and inspection services for this project in the amount of $49,450. The contractor was granted additional work days requiring Onward Engineering to provide additional services in the amount of $11,550. The final fee for Onward Engineering for this project was $61,000.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

The Contractor completed construction of this project on March 11, 2022. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

Notice of Completion

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office. The final retention payment will be released to the contractor forty-five (45) days after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY:

Staff is recommending that the City Council accept the Project as complete, approve the final Project budget and expenditures, including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Notice of Completion
2. Attachment B - Final Total Project Budget

NEXT STEPS:

N/A

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT A

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES ADDRESSES

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

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on March 11, 2022. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cold milling and repaving the existing streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and installation of a Bio-swell retention basin.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc. October 27, 2021

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

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Various Streets Improvements Project CP 881**

Director of Public Works / City Engineer, City of Montebello

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2021 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B

VARIOUS STREETS IMPROVEMENTS PROJECT
C.P. NO. 881

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Design - Infrastructure Engineers	$ 130,530
Original Construction Contract (Sequel Contractors, Inc.) - Awarded 10/27/2021	$ 771,461
Construction Change Orders (Paid from 25% Contingency)	$ 126,847
Construction Management/Inspection (Onward Engineers) – Administrative Authorization on 11/24/2021	$ 49,450
Additional Services (Recommended)	$ 11,550
Total Project Cost:	**$ 1,089,838**

Project Funding	Budget Amount
Gas Tax (Fund 200) - (Appropriated FY 21/22 CIP Budget)	$ 1,105,000
SB1 RMRA (Fund 201) - (Appropriated FY 21/22 CIP Budget)	$ 545,000
Measure M (Fund 222) - (Appropriated FY 21/22 CIP Budget)	$ 130,000
Measure M (Fund 222) - (Appropriated on Agenda 5/11/22)	$ 41,151
Total Project Budget:	**$ 1,821,151**

Note: The project was completed $731,313 under budget and this amount will be made available for other projects.

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **AUTHORIZATION OF FINAL INVOICE PAYMENT FOR AGREEMENT NOS. 3504 AND 3066 - INFRASTRUCTURE ENGINEERS**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize payment of final invoices for Agreement Nos. 3504 and 3066 with Infrastructure Engineers in the aggregate amount of $208,654; and
2. Reaffirm the termination of Agreement Nos. 3504 and 3066 with Infrastructure Engineers; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The adopted Fiscal Year 2022-23 budget included sufficient funds for the payment of the recommended invoices in the aggregate amount of $208,654. No budget amendment is required at this time.

BACKGROUND/DISCUSSION:

Agreement No. 3504 with Infrastructure Engineers was approved by the City Council on December 19, 2018 for building and safety services. Amendment No. 1 to this agreement was approved on June 23, 2021.

Agreement No. 3066 with Infrastructure Engineers was approved by the City Council on

March 25, 2015 for general engineering services, including staff augmentation and engineering services for projects. The Agreement was for three years, with options for two one-year extensions for a total maximum of 5 years of contracted services. The extensions were exercised resulting in an expiration date of March 15, 2020. The Fourth Amendment to this agreement was approved by the City Council on March 25, 2020 extending the term of the Agreement on a month-to-month basis.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

Under the terms of Agreement No. 3504, Infrastructure Engineers was issued a Notice of Termination on August 29, 2022 and services ceased shortly thereafter. Staff has been working with Infrastructure Engineers to reconcile final invoices and has determined that the final balance due for the services provided per Agreement No. 3504 is $68,056.

Under the terms of Agreement No. 3066, Infrastructure Engineers was issued a Notice of Termination on August 29, 2022 and services ceased shortly thereafter. Staff has been working with Infrastructure Engineers to reconcile final invoices and has determined that the final balance due for the services provided per Agreement No. 3066 is $140,598.

SUMMARY:

Upon approval by the City Council of the recommended actions, staff will coordinate the payment of the final invoices to Infrastructure Engineers in the aggregate amount of $208,654. This will compensate Infrastructure Engineers in full for services rendered per the terms of Agreement Nos. 3504 and 3066, up to the final date of service.

ATTACHMENT(S)

1. Attachment A - Notice of Termination of Agreement No. 3066

NEXT STEPS:

N/A

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

August 29, 2022

9171 9690 0935 0103 3222 42

VIA CERTIFIED MAIL

Sid Mousavi
Advanced Applied Engineering, Inc.
dba Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821-1732

Re: Notice of Termination of Agreement No. 3066

Dear Mr. Mousavi,

The City of Montebello ("City") wishes to exercise its right to termination of its Professional Services Agreement No. 3066 entered into on March 25, 2015 ("Agreement") with Advanced Applied Engineering, Inc., dba Infrastructure Engineers, ("Infrastructure Engineers") in accordance with the terms of Section 7, Part B.

The date of this Notice will be considered the official start of the thirty (30) business day written notice period required. Please immediately cease any and all work under this Agreement and promptly return to the City all work product as described and defined in Section 4 of the Agreement.

Infrastructure Engineers shall be reimbursed for any "non-refundable" costs that Infrastructure Engineers has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred prior to the date of termination, and (2) the City is provided with adequate proof of such incurred costs, and that Infrastructure Engineers is unable to seek a refund for such costs.

Thank you for your attention to this matter.

Sincerely,

René Bobadilla, P.E.
City Manager

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

August 29, 2022

9171 9690 0935 0103 3222 59

VIA CERTIFIED MAIL

Sid Mousavi
Advanced Applied Engineering, Inc.
Dba Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821-1732

Re: Notice of Termination of Agreement No. 3504

Dear Mr. Mousavi,

The City of Montebello ("City") wishes to exercise its right to termination of its Professional Services Agreement No. 3504 entered into on December 19, 2018 ("Agreement") with Advanced Applied Engineering, Inc., dba Infrastructure Engineers, ("Infrastructure Engineers") in accordance with the terms of Section 7, Part B.

The date of this Notice will be considered the official start of the ten (10) business day written notice period required. Please immediately cease any and all work under this Agreement and promptly return to the City all work product as described and defined in Section 4 of the Agreement.

Please immediately cease any and all work under this Agreement. Infrastructure Engineers shall be reimbursed for any "non-refundable" costs that Infrastructure Engineers has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred prior to the date of termination, and (2) the City is provided with adequate proof of such incurred costs, and that Infrastructure Engineers is unable to seek a refund for such costs.

Thank you for your attention to this matter.

Sincerely,

René Bobadilla, P.E.
City Manager

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVAL OF AGREEMENT NO. 4047 WITH KTU&A (DBA KTUA) FOR THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT DESIGN SERVICES**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4047 with KTU&A (dba "KTUA") for design and architectural services for the Rio Hondo River Access Improvement Project (RH Project); and
2. Find and determine that the Rio Hondo Project is exempt from CEQA pursuant to Categorical Exemption Section 15301 (Class – 1, Existing Facilities) and Section 15311 (Class – 11, Accessory Structures) of the CEQA Guidelines; and
3. Authorize the City Manager to execute the Agreement on behalf of the City; and
4. Amend the Fiscal Year 2022-23 budget by increasing expenditure and revenue appropriations by $477,750 in Measure A – Parks Fund 221 (Account No. 221-99-6040.96, (Measure A Local, Other Contract Services - Engineering Design Services) and 221-99-3630.60 (Measure A Local, Special Revenue Measure A Local); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello (City) was awarded Los Angeles County Measure A Competitive

Grant funding in the amount of Four Hundred Seventy Seven Thousand Seven Hundred Fifty Dollars ($477,750) to complete the Rio Hondo (RH) Project (Attachment A). The total not-to-exceed cost for services from KTUA, to design and prepare construction documents, for the RH Project is One Hundred and Eighteen Thousand Nine Hundred Seventy Five Dollars ($118,975). The cost of the KTUA agreement is an eligible expense and will be reimbursed by grant funding.

The City Council is being asked to amend the Fiscal Year 2022-23 adopted budget to increase expenditure and revenue appropriations by $477,750 in Measure A – Parks Fund 221 (Account No. 221-99-6040.96, Measure A Local, Other Contract Services - Engineering Design Services, and 221-99-3630.60,Measure A Local, Special Revenue Measure A Local).

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, and replaces the expiring Proposition A (non-Metro Local Return Funds Proposition A) to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. The last round of competitive grant funding consisted of $33.4 million dollars available for park development, water conservation projects, and parkland acquisition.

On October 13, 2021, City Council approved Resolution 21-82 authorizing the application for a Los Angeles County Regional Park and Open Space District (RPOSD) Measure A Competitive Grant. Staff applied for the Regional Recreation Facilities, Multi-Use Trails and Accessibility Program which aims to improve, connect, and protect regional recreational facilities and trails.

On June 2, 2022, the City accepted the award of competitive grant funds and entered into an agreement with Los Angeles County RPOSD for the RH Project. The RH Project aims to improve connections from the Rio Hondo River entrance to Beverly Blvd. and Grant Rea Park. The project will include improvements to lighting and landscaping, as well as the addition of amenities such as benches, bicycle racks, horse hitching posts, shade structures, and an electronic sign.

On June 22, 2022, the City Council approved agreements with two consultants, KOA Corporation and Mark Thomas, for on-call architectural and engineering design services as a result of Request for Proposals (RFP) No. 22-8. Staff solicited quotes from these two consultants, in addition to KTUA and Transtech Engineers, Inc. for the RH Project. Staff received one proposal from KTUA. Both KOA Corp. and Mark Thomas cited the project not matching their expertise and declined to provide a proposal, while Transtech Engineers, Inc. did not respond to the request. City staff desire to move forward with the proposal from KTUA based on the responses received.

Therefore, staff is recommending approval of an agreement with KTUA to provide the design, schematics, architectural services and construction documents for the RH

Project. Staff have previously worked with KTUA to prepare the City's Parks Master Plan and Facilities Needs Assessment. KTUA has demonstrated the desired ability, expertise and knowledge to provide design and architectural services for this project.

KTUA is providing the City with a professional service that entails a high degree of specialized technical skill and therefore does not require conformance with standard bidding procedures per Montebello Municipal Code 3.21.025 ("Conformance with Bidding Procedures"). Services will include a topographical survey, site demolition plans, irrigation plans, schematics, and final construction documents.

ENVIRONMENTAL IMPACT:

It is recommended that the City Council find and determine that the RH Project is categorical exempt from further environmental review. As a part of the grant guidelines, the City is required to comply with applicable provisions of the California Environmental Quality Act (CEQA). Based on the facts presented here, the RH Project is exempt under CEQA §15301(c) (Class 1- Existing Facilities) and § 15311 (Class 11 - Accessory Structures). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination such as the addition of bicycle facilities and other similar alterations that do not create additional automobile lanes. Class 11 consists of construction, or placement of minor structures accessory to existing commercial, industrial or institutional facilities, including on-premise signs.

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Agreement No. 4047 with KTUA for design and specifications of the Rio Hondo River Access Improvement Project, and appropriation of $477,750 in the Measure A – Parks expenditure and revenue Fund 221 accounts (Account No. 221-99-6040.96, Measure A Local, Other Contract Services - Engineering Design Services, and 221-99-3630.60,Measure A Local, Special Revenue Measure A Local) for the timely completion of the RH Project; find the RH Project categorically exempt from further CEQA review pursuant to §15301 (Class – 1, Existing Facilities) and §15311 (Class – 11, Accessory Structures) of the CEQA Guidelines; and authorize the City Manager to execute the Agreement (Attachment A), attached hereto in substantial form, on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4047 with KTUA

NEXT STEPS:
N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4047 WITH KTU & A

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 16, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and KTU&A (dba "KTUA") a California registered corporation (644360) (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide design and architectural services in the CITY; and

WHEREAS, the CONSULTANT 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibit, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. 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. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a feasibility study as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A**" attached hereto and incorporated fully herein by this reference (hereinafter "Compensation and Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation and Professional Services"). The CONSULTANT

shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire one (1) year 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.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT 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 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the 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. The CONSULTANT 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT 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. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. 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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. 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 the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the

CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants 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 the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. 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 CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall, only to the extend authorized pursuant to California Civil Code section 2782.8, defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, and agents (the "Indemnitees") from and against claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity (the "Claims"), or liability in which the CITY, and the Indemnitees may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property to the extent the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. It is further understood by the Parties, that the CONSULTANT has no obligation to pay for any of the Indemnitees' defense related costs prior to a final determination of liability or to pay any amount that exceeds the CONSULTANT's finally determined percentage of liability based upon the comparative fault of the CONSULTANT.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT 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 CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $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 CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. 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.

e. 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. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.
#
g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the 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. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. <u>SUBCONTRACT, ASSIGNMENT OR DELEGATION.</u>

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, 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 the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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 20. 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 21. 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 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, P.E., City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant:
KTU&A (dba KTUA)
Attn: Chris Langdon, Principal
3916 Normal St, San Diego, CA 92103
(619) 294-4477
chris@ktua.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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 24. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**KTU&A (DBA KTUA)**
René Bobadilla, P.E., City Manager	Chris Langdon, Principal

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Compensation and Professional Services

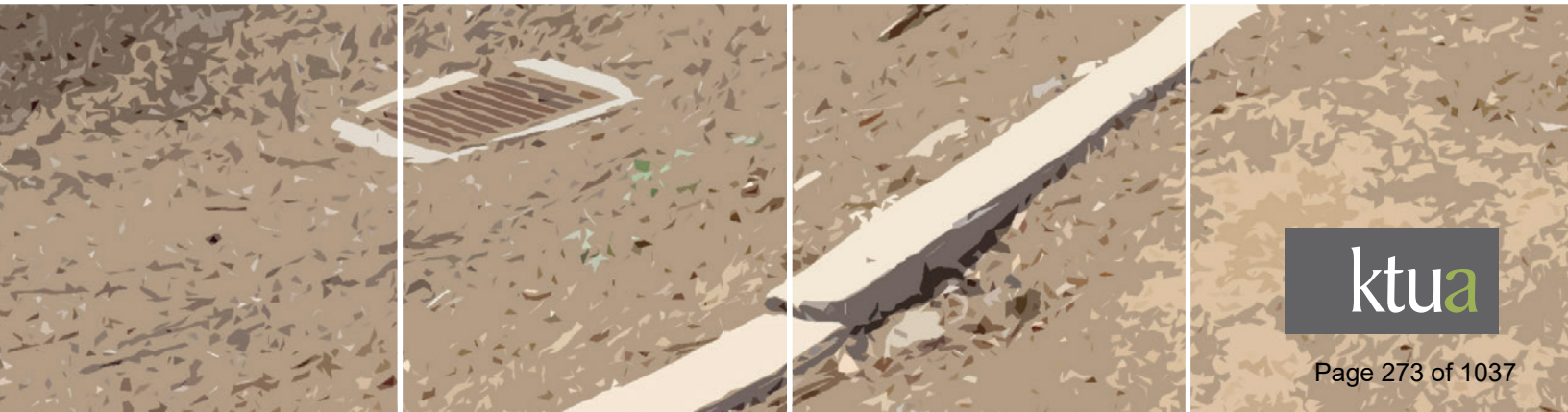
EXHIBIT “A”

Compensation and Professional Services

REVISED 11/08/2022

RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT

CITY OF MONTEBELLO | SEPTEMBER 30, 2022



ktua

REVISED 11/08/2022

San Diego County
Santa Barbara County
619-294-4477
www.ktua.com

September 30, 2022

David Sosnowski
City of Montebello

Dear Mr. Sosnowski,

We are honored to submit our fees and qualifications to assist the City with the Rio Hondo River Access Improvement Project. We have greatly enjoyed our relationship with the City in the work that we have done through the Parks and Facilities Master Plan, the Edison Trail Study, and the current First/Last Mile project through SCAG. We believe that this project has a great opportunity to serve as an entry feature for the City and can help enhance access to the Rio Hondo trail.

KTUA has been providing landscape architectural services for more than 50 years in Southern California. Our current and recent local experience includes various projects in which we served as the prime landscape architect where we've worked with various sub-consultants to complete projects on time and on budget. Our staff of 30 includes landscape architects, landscape designers, irrigation designers, land use and transportation planners, graphic designers, GIS analysts and community engagement specialists. This depth of landscape architectural and planning staff provides us with the ability to share knowledge and perform the tasks needed in an efficient and effective manner for project success.

As Principal In Charge for KTUA, I have over 27 years of experience in landscape construction and landscape architecture, including park planning and design. Throughout my career, I have had a tremendous amount of success seeing park projects through from initial concept design through construction, completion, and successful dedication.

Matt Wilkins, who served as the project manager for the Parks and Facilities Master Plan and the Edison Trail Study will be the project manager leading the team. With over 10 years of experience as a landscape architect, Matt has managed large consultant teams and high-profile projects with a focus on park and recreation and trail access projects.

We have gathered a team who also has experience with the Montebello/LA area and are currently working on other similar improvement projects. This includes KPFF as the surveying, civil engineering and structural engineering team, Budlong Electrical as the electrical engineer, Terracon as the geotechnical engineer, and RLB as the professional estimator.

This team is well qualified and suited for this project. Furthermore, this team provides the City with the needed resources to accomplish this project comprehensively. Our team remains flexible on our proposed scope of work and can explore other methods in order to work with the anticipated budget. KTUA would be honored to work with the City of Montebello on this project. Please reach out if you have any questions on the scope, fees, and qualifications in this proposal.

Respectfully submitted,

Chris Langdon

Chris Langdon, Principal
CA PLA 4915 | ASLA | LEED AP BD+C
3916 Normal Street, San Diego, CA 92103
619-294-4477 x115; Cell: 619-481-4266
chris@ktua.com

healthy placemaking

KTUA is a collaboration of planners, landscape architects, GIS analysts, and graphic designers focused on the creation of livable communities. Established in 1970, KTUA has expanded the boundaries of a traditional landscape architecture office by incorporating active transportation, community planning, federal planning, and natural resource management practices into our portfolio. With this diversity, KTUA has the ability to help shape the bigger picture while addressing the fine-grained details that contribute to sustainable natural and built environments.

KTUA's planning approach is to balance the diverse needs of regions, cities, communities, neighborhoods, developers, and future users with planning that encourages placemaking that is informed by our expertise in urban design, community development, multimodal transportation, complete streets, smart growth, public engagement, and natural resource management. With a goal of healthy communities and long-term stewardship of the land, KTUA has a track record for creating active public space that promotes public health, engages the community, contributes to economic growth, enhances public and private investments, optimizes land values, and provides a sustainable legacy that is memorable and attractive. Our commitment to our communities and clients is to ensure that each project is unique, collaborative, innovative, cost effective, environmentally integrated, and context sensitive.

CITY OF MONTEBELLO PROJECT EXPERIENCE

- City of Montebello Parks Master Plan
- City of Montebello Edison Trails Study
- City of Montebello First and Last Mile Plan

RELEVANT PROJECT EXPERIENCE

- Port of San Diego Chula Vista Bayfront Wayfinding and Signage Plan
- City of San Diego North Park Mini-Park and Entry Monument
- City of Carlsbad City of Carlsbad Ocean Street Beach Access
- San Diego State University "Destination SDSU" Entry

Port of San Diego Chula Vista Bayfront Wayfinding and Signage

ktua

YEAR FOUNDED
- 1970

ORGANIZATIONAL STRUCTURE
- California Corporation

NUMBER OF CALIFORNIA OFFICES
- 2 (San Diego and Central Coast Satellite Office)

CORPORATE OFFICERS
- Michael Singleton, President
- Mark Carpenter, Secretary/Treasurer
- Brooke Whalen, Vice President
- Chris Langdon, Vice President
- Joe Punsalan, Vice President
- Sharon Singleton, Vice President

EMPLOYEES -30
- 12 Landscape Architects
- 8 Planners
- 2 Transportation Planners
- 2 Landscape Designers
- 2 Irrigation Designer
- 1 GIS Analyst
- 1 Transportation Engineer
- 2 Accounting

CERTIFICATIONS
- Small Business Enterprise (Metro and California Dept. of General Services), CA SBE 30007 exp. 08/31/24

SERVICES

Planning
- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

Landscape Architecture
- Civic and Public Works
- Parks and Recreation
- Healthcare
- Education
- Housing
- Hospitality
- Office and Commercial

Support Services
- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

STRUCTURAL ENGINEERING AND SURVEY | KPFF

Founded in 1960, KPFF has an experienced and skilled staff as well as the resources to take on projects of all sizes and deliver on the most constrained schedules.

KPFF's structural engineers design a wide range of projects including: parks and recreation facilities, commercial, office, and corporate headquarters buildings; residential and retail facilities; industrial, educational, health care and high-tech facilities, correctional facilities, as well as bridges and waterfront structures, using all types of construction techniques and materials. Our structural engineers place emphasis on continually improving their expertise in the design of structures.

RELEVANT PROJECT EXPERIENCE

- City of Los Angeles Destination Crenshaw
- City of Los Angeles Vista Hermosa Park
- City of Anaheim Miraloma Park
- City of Covina Recreation Village
- City of La Verne Gold Line Pedestrian Bridge

COST ESTIMATING | RIDER LEVETT BUCKNALL

Rider Levett Bucknall is a leading independent organization in cost management and quantity surveying, project management and advisory services.

Rider Levett Bucknall is dedicated to the value, quality and sustainability of the built environment. Our innovative thinking, global reach, and flawless execution push the boundaries. Taking ambitious projects from an idea to reality.

RELEVANT EXPERIENCE

- Phelan Community Park Civic Center*
- City of Irvine Cultural Terrace Complex Reuse at Orange County Great Park
- Chaffee Crossing Dog Park, Fort Smith, AK
- City of Long Beach Belmont Veterans Memorial Pier Enhancements
- City of Glendale Artsakh Avenue Improvements
- City of Paso Robles Law Enforcement Facilities

**Project experience in collaboration with KTUA*

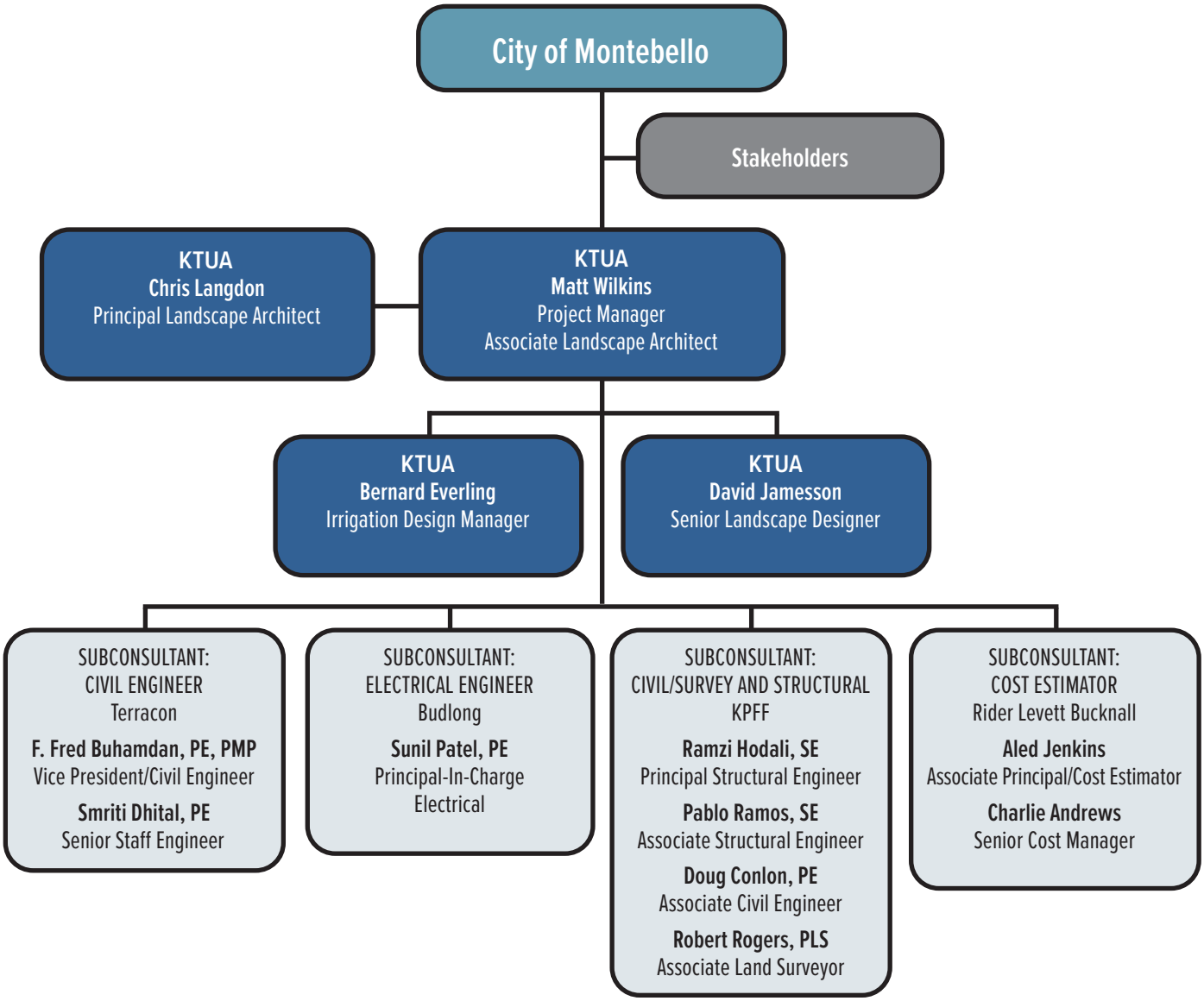
CIVIL ENGINEERING | TERRACON

Wherever you are on your project journey, Terracon's employee-owners are ready to meet you where you are and help you reach your goal. Since our founding in 1965, Terracon has grown and evolved to become a thriving, employee-owned, multidiscipline engineering consulting firm. Our more than 5,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide. On-time and real-time data driven insights, provided by our talented employee owners, create an unmatched client experience that spans the lifecycle of any project from earth-to-sky.

ELECTRICAL ENGINEERING | BUDLONG & ASSOCIATES

Budlong & Associates, Inc. (B&A) is a multi-disciplinary engineering design firm founded in 1958. B&A has the expertise for new construction and modernization projects including design, construction documents (drawings and specifications), estimating, scheduling, value engineering, peer review, multi-discipline coordination and construction administration.

B&A provides high quality, accurate and cost-effective engineering designs based on predetermined budgets, schedules, relevant code requirements and good engineering practice. B&A strives to be responsive, professional, provide effective communication, coordinate efforts between the various disciplines and to be courteous in all our interactions and endeavors.



KTUA STAFFING PLAN

KTUA utilizes the Resource Planning module of Deltek VantagePoint for weekly staff scheduling, allowing us to accurately schedule staff resources with the appropriate experience to meet project deadlines. Staffing responsibilities include:

1. The assigned project manager is involved in the review of the scope, the preparation of the fee and the contract negotiation.
2. The project manager works with the client to develop and validate the overall goals and objectives of the project, as well as identify project issues, requirements, budgets, milestones, deadlines, and design parameters.
3. A project schedule is developed by the project manager indicating all submittals and review periods. The QC manager reviews the schedule to assure that adequate time has been allocated for implementation of the quality control process, including review and coordination of consultant work, and corrections and revisions identified in the QC process.
4. The KTUA policy is to assign a team of experienced professionals that stay with the project from concept through completion, ensuring seamless integration from one phase to the next.

Chris Langdon is a California Professional Landscape Architect and certified as a LEED AP BD+C. He is responsible for managing a broad range of landscape architectural projects of varying scope including small urban park sites, new construction and modernization of college and university campuses, and large multi-jurisdictional transit projects. With more than 27 years of experience, Chris is skilled at all levels of project management including project procurement, scope development, concept and design development, construction documentation and production, schedule management, cost management, and construction administration services. Chris brings a very strong horticultural background to KTUA and leads efforts in water conservation design with turf reduction and low water-use landscape design. Chris is KTUA's Park and Recreation market leader and has a passion for improving and creating healthy and active communities.

EDUCATION

- B.S. Landscape Architecture, Washington State University, Pullman

REGISTRATIONS

- 2004, California Landscape Architect, PLA 4915, exp. 2/28/23
- LEED AP BD+C

AFFILIATIONS

- American Society of Landscape Architects
- ASLA San Diego Chapter President, 2006

RECENT WARDS

- 2022 APWA San Diego Honor Award, Parks, North Park Mini-Park
- 2022 ASLA San Diego, Port of San Diego Chula Vista Bayfront Sweetwater Bicycle Path and Promenade, Parks, Trails and Recreation, Merit Award
- 2021 APWA Port of San Diego Chula Vista Bayfront Sweetwater Bicycle Path and Promenade (Parks $2-$5M) Honor Award

PORT OF SAN DIEGO CHULA VISTA BAYFRONT WAYFINDING AND GATEWAY FRAMEWORK PLAN

Senior project manager responsible for oversight of the preparation of the Chula Vista Bayfront Wayfinding and Gateway Plan. Coordinated work efforts with Port of San Diego and managed efforts of project manager and support staff in developing content and production of this Framework Plan that provides design standards and guidance for the location and development of wayfinding and gateway monuments. The Plan provides for three distinct and unique gateway monuments that provide the entry portals into the Chula Vista at three primary street entry points. The gateways represent the rich tapestry of diverse uses that makeup the Chula Vista Bayfront while providing a unified brand identity for the waterfront district.

CITY OF SAN DIEGO NORTH PARK MINI-PARK

Project manager/landscape architect responsible for the preparation of final design and construction documents for a new 0.75-acre park in the heart of North Park's Main Street area. The design of the park includes seating and picnic areas, as well as a multi-use urban plaza with permanent and temporary stage areas available for community events and the expansion of the farmers market. Creative children's play elements, integrated wayfinding spires and a curved North Park identity wall with 6-foot-tall concrete letters contribute to this activated urban park.

CITY OF SAN DIEGO LA PAZ MINI-PARK

Project manager/landscape architect for a General Development Plan for the 0.4 acre La Paz Mini-Park in the Valencia Park neighborhood of Southeast San Diego. Led an interdisciplinary design team to develop a creative park design concept on a constrained site. Park improvements included an enhanced entry plaza and unique monument sign, walking paths, a dedicated swing set area, benches, fitness stations, a large decomposed granite picnic plaza with large group shade structure and picnic tables. Landscape improvements include low-water use native and San Diego adaptive plants, and a unique vegetated stormwater swale that also provides exploration experiences for children.

KTUA staff on the entry sign at North Park Mini-Park

Matt Wilkins is an associate landscape architect at KTUA. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, park design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is currently the Webmaster of the American Planning Academy Central Coast Section and a frequent presenter at national conferences. He has performed numerous field investigations, prepared and led park design from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow and background in athletics, Matt is dedicated to building better parks for our communities.

EDUCATION

- B. Landscape Architecture, Minor in Sustainability, Cal Poly, San Luis Obispo
- Architectural Studies, Allan Hancock College

REGISTRATIONS

- 2012 LEED Green Associate
- 2018 CA Landscape Architect PLA 6398, exp. 6/2023

AFFILIATIONS

- American Society of Landscape Architects
- American Planning Association
- Digital Technology Practicing Professional Network, Co-chair

AWARDS

- 2022 APWA San Diego Honor Award, Parks, North Park Mini-Park
- 2022 APA Los Angeles Award of Merit, Comprehensive Plan - Small Jurisdiction, City of Montebello Parks Master Plan
- 2022 APWA San Diego Project of the Year, Transportation, Mid-Coast LRT Extension of the UCSD Blue Line
- 2020 APWA Honor Award, Parks ($2-$5M); CMAA San Diego, Public Works Less than $15 M; American Society of Concrete Contractors Decorative Concrete Council, First Place, Ocean Street Beach Access Improvements
- 2017 APWA, Armorlite Drive Complete Street Plan
- 2014 ASLA Junipero Serra Museum Historic Landscape Assessment and Documentation
- 2014 ASLA, City of Lemon Grove Main Street Promenade

CITY OF MONTEBELLO PARKS MASTER PLAN

Project manager for a parks and facilities master plan that entails research, analysis, and inventory of the existing parks and park facilities to understand the current conditions and lifespans of the city's assets. Facilitating an extensive community outreach to gauge city, key stakeholder, and resident use of the facilities along with what they desire to see in future park improvements. The team utilized an advanced GIS mapping technique to analyze the park distribution to develop a comprehensive master plan, indicating specific improvements.

CITY OF SAN DIEGO NORTH PARK MINI-PARK

Landscape designer responsible for the preparation of final design and construction documents for a new 0.75-acre park in the heart of North Park's Main Street area. The design of the park includes seating and picnic areas, as well as a multi-use urban plaza with permanent and temporary stage areas available for community events and the expansion of the farmers market. Creative children's play elements, integrated wayfinding spires and a curved North Park identity wall with 6-foot-tall concrete letters contribute to this activated urban park.

CITY OF CARLSBAD OCEAN STREET BEACH ACCESS

Project manager for seven beach access points along Ocean Street in Carlsbad Village that leads beach visitors down to the remarkable North Carlsbad Beaches. Managing a group of five separate engineering design consultants, KTUA led the task to replace many of the existing stair and landing structures at the access points. Two main beach accesses at Grand Avenue and Carlsbad Drive include low stone walls, mid-slope seating, signage, and enhanced concrete paving. The project entailed redesigning the beach access stair structures to include seating nodes and enhanced overlook platforms, re-vegetation of the slopes with California native plants, re-designing the stormwater conveyance systems, and ensuring that the access points were structurally sound to withstand the direct coastal environment. The project was phased so that beach access was available at all times.

Bernard Everling is a Certified Irrigation Designer. He is involved with design, construction management, water budgets, maintenance guides and irrigation scheduling of landscape irrigation systems for government, municipal, commercial and residential projects. Bernard is responsible for the preparation of plans, specifications and estimates for new systems and retrofit and upgrade of existing systems. His experience includes irrigation master planning, field analysis, data collection and feasibility studies, alternative water source feasibility studies. Bernard also researched and helped establish guidelines for water audits, irrigation scheduling and recycled water use. His background in ornamental horticulture gives him a firm understanding of plant needs for effective irrigation system design.

EDUCATION

- B.S. Ornamental Horticulture Landscape Irrigation, Cal Poly Pomona, 1987

REGISTRATIONS

- Certified Irrigation Designer #45519 - Commercial, Irrigation Association

AFFILIATIONS

- Irrigation Association

AWARDS

- 2022 APWA San Diego Project of the Year Award, Structures, Oceanside Crisis Stabilization Unit
- 2022 APWA San Diego Project of the Year, Transportation, Mid-Coast LRT Extension of the UCSD Blue Line
- 2020 APWA San Diego State University ENS 700 Field Project of the Year Parks ($2-$5M category)
- 2018 ASLA San Diego, Judge's Letter, Parks, Trails and Recreation; APWA San Diego, Project of the Year (Under $2M), Civic San Diego Southcrest Trails Park

SAN DIEGO STATE UNIVERSITY DESTINATION SDSU

Irrigation design manager for the development of plans and specifications, and construction administration for project with new signage, entry monuments and landscape enhancements to help make an entry statement for the main gateway into the SDSU college campus (Montezuma Road/Campanile Drive). The project involved a well coordinated team effort under a limited time constraint with the goal of minimizing neighborhood disruptions.

CITY OF SAN DIEGO NORTH PARK MINI-PARK

Irrigation design manager for a new 0.75-acre park in the heart of North Park's Main Street area. The design of the park includes seating and picnic areas, as well as a multi-use urban plaza with permanent and temporary stage areas available for community events and the expansion of the farmers market. Creative children's play elements, integrated wayfinding spires and a curved North Park identity wall with 6-foot-tall concrete letters contribute to this activated urban park.

CITY OF THOUSAND OAKS CONEJO COMMUNITY PARK AND COMMUNITY CENTER

Irrigation design manager involved with construction document preparation for a new irrigation system on an existing 38.4 acre, rolling hillside park. The project includes a new community center, new entry plaza, new restroom, new concert stage, new trails, and new waterwise planting. Worked closely with the design team in minimizing disturbance near existing trees. The irrigation system is designed to allow for future expansion to the existing ballfield and surrounding parkland, while providing new irrigation to existing turf areas and new plantings.

CITY OF CHULA VISTA OTAY RANCH PARK, P-2 (GROVE PARK)

Project irrigation design manager for the development of recycled water irrigation construction documents, cost estimate, bid support and construction support for a new 7.2 acre park site within a developing neighborhood. The park includes landscape irrigation in and around bioretention basins, picnic areas, live turf playfield, and restrooms. Responsibilities included required coordination with the architect, landscape architect, civil engineer, electrical engineer, developer Baldwin & Sons, the City of Chula Vista, Otay Water District and the San Diego County Department of Environmental Health.

David Jamesson recently joined KTUA as a senior designer. His focus is on plazas, parks and recreation, and sustainable streetscapes. He embraces all aspects of the design process and strives to understand each site through many different lenses including cultural, biological, and historical. David has years of experience managing projects ranging from conceptual plans to construction documents and construction administration services on a variety of public and private projects ranging from commercial, institutional, multi-family, and single family residential. He is also involved on the planning side of parks and trails and has experience in environmental compliance and visual impact studies. He is on track to become a licensed Landscape Architect by late 2022.

EDUCATION

- Bachelor of Landscape Architecture, California Polytechnic State University San Luis Obispo
- Associate of Science, Moorpark College

CITY OF SANTA BARBARA CHUMASH CULTURAL PROJECT AT AMBASSADOR PARK

Senior Designer assisting with the conceptual plan development and providing support for tribal outreach for the Chumash Cultural Project at Ambassador Park. KTUA is assisting with the project design and working with the Chumash Representatives to establish a ethnocultural space in Ambassador Park that celebrates and memorializes the past Suyxton village which was the largest Chumash village in California at the time of colonial arrival. Working closely with the City, Coastal Conservancy, and Chumash representatives, the team is developing concepts to present to the public and Historic Landmarks Committee in 2023.

RIVERSIDE TRANSIT AGENCY VINE STREET MOBILITY HUB CONCEPT PLAN

Senior Designer providing ongoing assistance with the Construction Administration of the project. KTUA has provided construction document design for the landscape and hardscape treatments throughout the mobility hub including hardscape, irrigation and planting design, and is providing construction administration services to assist with unforeseen circumstances and ensure the design intent is implemented though construction.

CITY OF ATASCADERO EL CAMINO REAL DOWNTOWN ENHANCEMENT

Senior Designer assisting with Planting design and Streetscape Improvements. KTUA is assisting with the conceptual design, and Construction Documents, and mobility planning of the streetscape of El Camino Real in Downtown Atascadero.

19TH STREET OCEANO BIORETENTION STREETSCAPE

Senior Designer in charge of planting and irrigation design through Construction Documents. KTUA is assisting with streetscape improvements involving the implementation of bioretention planting to provide stormwater solutions and community beautification for Oceano Community Services District.

PHELAN COMMUNITY PARK

Assisting with the redesign of equestrian trails and the overall conceptual plan to elevate the experience and safety for all park visitors. Provided flexible design solutions to meet variable environmental parameters, ADA requirements, and cost effective measures. KTUA is assisting with keeping the community character through the design of the conceptual plan for this park in Phelan, CA.

RAMZI HODALI, SE | PRINCIPAL | STRUCTURAL ENGINEER

Ramzi Hodali is a Principal with the Los Angeles office of KPFF with 36 years of experience working on numerous unique and complex projects in various industries including parks and recreation, civic and justice, healthcare, educational facilities, research facilities, aviation, port and harbor facilities, industrial, and commercial and residential developments. He has extensive experience working on publicly-funded projects and has successfully completed significant projects for numerous o public agencies.

REGISTRATIONS

- Structural Engineer California #S3552
- Professional Engineer – California, Washington

PROJECT EXPERIENCE

- City of Los Angeles Marsh Park Phase 1
- Earvin “Magic” Johnson (EMJ) Recreation Area Phases 1A and 1B, Willowbrook
- City of Glendale Central Park Various Improvements
- Cedars Sinai Medical Center Plaza Healing Gardens, Los Angeles
- City of Los Angeles George Burns Roadway Pedestrian Bridge
- City of Santa Monica Reed Park and Ozone Park Improvements

PABLO RAMOS, SE | ASSOCIATE | STRUCTURAL ENGINEER

As an Associate with the Los Angeles Office, Pablo Ramos is responsible for project design and production, supervision of drafting personnel, overall project coordination and construction administration. He has 10 years of professional experience as a structural engineer. His experience includes K-12 and higher education facilities, healthcare, single and multi-family residential, seismic retrofit and various tenant improvement projects. He has expertise with steel, masonry, wood, and reinforced and post tensioned concrete materials. He is driven to solve complex design problems to achieve his client’s vision and deliver projects on time and on budget to uphold the contractor and owner’s best interest.

REGISTRATIONS

- Structural Engineer California # S6905
- Professional Engineer – California

PROJECT EXPERIENCE

- City of Los Angeles Constellation Park
- City of Duarte, City of Hope Graff Park
- City of Santa Monica Park Restroom Replacement
- City of Santa Monica Reed Park and Ozone Park Improvements
- Hecuba Statue USC Village, Los Angeles

DOUG CONLON, PE | ASSOCIATE | PROJECT MANAGER | CIVIL ENGINEER

With over 34 years of experience as a civil engineer, Doug Conlon is responsible for client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration. He is involved in all aspects of civil design including grading, drainage, erosion and site utilities and is often the main contact for the architect and contractor. He is also a CASQA Certified Trainer of Record for Qualified Storm Water Pollution Prevention Plans (SWPPP) Developers (QSD) and Qualified SWPPP Practitioners (QSP).

REGISTRATIONS

- Professional Engineer CA #C73594; TX #94896

PROJECT EXPERIENCE

- City of Los Angeles Broad Museum QSP Services
- City of Duarte, City of Hope Graff Park
- Getty, Los Angeles; 405 Widening Project; Villa Entrance Turnaround; Metro Rail Support
- City of Ventura Portside Ventura Harbor Sanitary Sewer
- City of Los Angeles 2nd and Hope Parking Structure
- City of Culver City The Culver Studios Van Buren Garage

ROBERT (BUCK) ROGERS, PLS | ASSOCIATE | LAND SURVEYOR

Robert (Buck) Rogers has more than 23 years of experience in the surveying profession and has managed survey projects in the Los Angeles area for over 15 years. He has worked closely with Engineers, Architects on varied levels of development projects inclusive of Tentative Maps and Final Maps, Departments of Transportation on Right of Way and acquisition projects as well as surveys of State-owned boundaries and has worked on several aspects of the Pipeline Safety Enhancement Plan (PSEP) program with SoCal Gas Company. He has a strong practical and theoretical foundation in improving surveying, drafting and production methods. He is skilled in deed and title research and is experienced with all classes of surveys including Boundary, Topographic, GPS, Right of Way, Hydrographic, Utility (above and below ground/SUE) and Bridge Locations.

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REGISTRATIONS

- Professional Land Surveyor CA #PLS 8348; NC #PLS 4293

PROJECT EXPERIENCE

- City of Santa Monica North Beach Pedestrian and Bike Trail
- City of Los Angeles Vermont Corridor ALTA Surveys
- J. Paul Getty Trust Topographic and Utility Mapping
- Pepperdine University Topographic and Utility Mapping, Los Angeles
- UCLA Campus-Wide Surveys, Topographic and Utility Mapping
- University of Southern California Utility Infrastructure Upgrades, Topographic and Utility Mapping

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ALED JENKINS | ASSOCIATE PRINCIPAL

Aled Jenkins has 22 years' experience managing major capital project portfolios for high profile clients in multiple countries such as USA, UK and UAE. Aled has provided contract administration, project controls and cost management / estimating services for the international construction industry since 2000. He is responsible for the delivery of cost management services to our valued client base within the Los Angeles region. He is experience in management of budget/estimate preparation, providing peer reviews and reconciliations, extensive experience in procurement, cost reporting and change order management. He also has experience in AIA, JCT and FIDIC forms of contracts with a solid understanding of contractual management.

RLB Rider Levett Bucknall

PROJECT EXPERIENCE

- City of Irvine Cultural Terrace Complex Reuse at Orange County Great Park
- Town of Phelan Community Park Civic Center
- City of Long Beach Belmont Veterans Memorial Pier Enhancements
- City of Glendale Artsakh Avenue Improvements
- Southern California Edison Substation Seismic Retrofits
- City of Paso Robles Law Enforcement Facilities

CHARLIE ANDREWS | SENIOR COST MANAGER

Charlie Andrews has been in the construction industry since 2012 with a focus on cost consultancy. He has provided services in cost estimating, procurement, and continuous cost management to high profile clients in 100+ different projects ranging from hospitality, creative office, cultural, residential, and healthcare programs.

Charlie is responsible for maintaining quality in every cost management deliverable to ensure client satisfaction and project success. Charlie specializes in milestone estimating, conceptual budget preparation, peer reviews of estimates and reconciliations, and change order evaluation. He also has experience in GC procurement, subcontractor bid analysis, project monitoring, and cost reporting.

RLB Rider Levett Bucknall

PROJECT EXPERIENCE

- City of Irvine Cultural Terrace Complex Reuse at Orange County Great Park
- Town of Phelan Community Park Civic Center
- City of Long Beach Belmont Veterans Memorial Pier Enhancements
- City of Glendale Artsakh Avenue Improvements
- City of Paso Robles Law Enforcement Facilities

SUNIL PATEL, PE, LEED AP BD-C, CXA | PRINCIPAL-IN-CHARGE

Budlong

Sunil Patel has over 32 years' experience in designing engineering systems and elements including HVAC, plumbing; steam, compressed air and heat recovery; fire protection, and medical gas. He is responsible for the coordination, design, development, written specifications, cost estimates, construction observation, energy compliance and equipment selection for mechanical engineering projects. He has completed numerous comparative energy utilization studies for thermal and electrical energy generation technologies. Notably, Sunil's experience also includes hospital utilities site evaluations and distribution, and SB1953 reports. Sunil has numerous experiences with ASHRAE 90.1, 62 and Energy Savings for various education projects.

REGISTRATIONS

- PE, California #M29448; (Additional States: AZ #M31085; NV #M012913; PA #M71964; WA #M52988)
- 111-757 Certified Commissioning Authority, LEED AP BD+C

PROJECT EXPERIENCE

- City of San Pedro Friendship Park
- City of Santa Ana Rosita Park
- City of Pasadena Recreation Park Restrooms
- City of Perris Linear Park Lighting
- Los Angeles County Castaic Lake Afterbay, Recreation Facility

F. FRED BUHAMDAN, PE, PMP | VICE PRESIDENT | CIVIL ENGINEER

Terracon

F. Fred Buhamdan has substantial experience in performing geotechnical investigations, engineering design, and project management. These projects included various educational and commercial buildings, renewable energy facilities, retail centers, office/warehouse projects, street improvements, industrial facilities, and public works projects. His experience includes hundreds of projects involving shallow and deep foundations design, settlement and slope stability analysis, pavement design, geologic hazards analysis preparation of project proposals and geotechnical engineering reports, and construction management.

REGISTRATIONS

- Civil Engineer, PE California #C77455 Exp 06/30/2023
- Project Management Professional, (PMP) Exp 07/04/2024

PROJECT EXPERIENCE

- SGVCOG ACE Rio Hondo Load Reduction Strategy Design, multiple cities in LA County
- City of Bell Gardens John Anson Ford Park Infiltration Project
- Los Angeles County Public Works Compton Creek Low Flow Diversion, and Arroyo Seco Low Flow Diversion
- City of Los Angeles Mission Canyon Trailhead Facility

SMRITI DHITAL, PE | SENIOR STAFF ENGINEER

Terracon

Smriti Dhital is a Senior Staff Engineer in Terracon's Southern California office with over five years of experience in preparing geotechnical reports, designing Geo-structures and conducting geotechnical field investigations. She has experience in designing of ground improvement techniques such as: dynamic compaction, surcharge preloading with PVD and vibro-replacement. Shoring design (MSE wall, soldier piles and soil nail walls), finite element modeling of non-routine geotechnical problems. In addition, she has comprehensive knowledge of geotechnical/structural software's for slope stability analysis, deep excavation design, pile design, groundwater flow and structural analysis and design. She is a Registered Professional Engineer in North Carolina.

PROJECT EXPERIENCE

- City of Torrance Dominguez Channel - Harbors Toxics
- City of El Monte Norwood Elementary School - Stormwater Capture
- Los Angeles County Public Works South Whittier Green Streets - Meyer Site
- City of Malibu Stormwater Improvement
- City of Santa Ana, Santa Ana Bristol - Tolliver Urban Greening

PROJECT UNDERSTANDING:

KTUA understands that the City of Montebello (City) is developing an access point along the Rio Hondo River with the goal of improving connections from the Rio Hondo River entrance to Beverly Blvd. and nearby Grant Rea Park. We understand that the intent of the project is to make improvements to a currently underutilized area that currently includes some existing vegetation, lawn, a directional sign, and existing irrigation equipment. We understand that the improvements will include lighting, landscaping, and amenities such as an electronic sign (8'x16' screen), benches, bicycle racks, horse hitching posts, shade structures, and informational/interpretative signage. We understand the project is located on public right-of-way.

SCOPE OF SERVICES:

TASK 1 – SCHEMATIC DESIGN

A. Kick-off, Surveying, & Geotechnical Investigations. The work included is:

1.1. Project kick-off meeting and site tour with City:

KTUA will facilitate a meeting with the City to discuss the project design, conditions, and constraints. The team will hold this meeting at the site.

1.2. Topographic survey/base map preparation:

The team will provide a topographic survey of the project. Work to include both field survey and office work to prepare the combined base map. Assume previous site data will be provided along with the control points.

1.3. Geotechnical investigations and report:

The proposed field exploration program consists of performing two borings and percolation testing. The borings include one (1) boring at 30' or auger refusal for the proposed sign footing area, one (1) boring at 20' or auger refusal for the shaded structure areas, and two (2) borings at 5' to 10' or auger refusal proposal for the proposed infiltration area. A well permit from the Los Angeles County Department of Environmental Health will be required for drilling borings exceeding 10 feet in depth or entering groundwater.

The geotechnical engineering report may provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Shallow foundation recommendations
- Drilled shaft foundation recommendations for proposed sign
- Infiltration rates and drainage recommendations

B. Conceptual Exploration. The team will work on the conceptual exploration of the site. The specific work included is:

1.4. Develop conceptual plan:

The KTUA team will develop a conceptual plan that explores the various site program elements and works out the arrangement of them on the site. The team will also look at the conceptual placement of site walls, lighting, and other elements to help guide the design team and coordinate the design intentions with the City.

1.5. Review conceptual plan with City:

Following the development of the conceptual plan, the KTUA team will meet with the City to present the plan and gather any input. This will help the team move into the schematic design phase.

C. Schematic Design. The team will work on a schematic package for the site. The work included is:

1.6. Schematic civil grading/drainage plan:

The team's civil engineer will prepare a schematic grading and drainage plan for the site based on the approved conceptual plan. This will include the indication of site walls, their approximate heights, the approximate grading and drainage of the site and other civil elements for costing purposes.

1.7. Schematic hardscape/site furnishings plan:

KTUA will develop a schematic hardscape and furnishing plan for the site based on the approved conceptual plan. The plan will include the desired hardscape materials, locations, furnishings and other site features. The plan will be done with sufficient detail for costing purposes.

1.8. Schematic lighting/electrical plan/electrical coordination:

The team's electrical engineer will prepare a schematic lighting and electrical for the site based on the approved conceptual plan. This will include initial coordination with SCE for connection and electrical service. The plan will be done with sufficient detail for costing purposes.

1.9. Schematic planting/irrigation plan:
KTUA will develop a schematic planting and irrigation plan for the site based on the approved conceptual plan. The plan will include the desired landscape and irrigation materials by hatches for the site. The irrigation plan may include the point of connection, mainline, and approximate equipment locations. The plan will be done with sufficient detail for costing purposes.

1.10. Estimate of probable cost of construction:
The team's cost estimator will provide an estimate of probable cost of construction based on the schematic package. The estimate will provide a breakdown of the cost items and will include a contingency based on the schematic nature of the project.

D. Consultants Coordination/Project Management. KTUA will maintain close coordination with District and consultant team to resolve questions and key issues so that the project can proceed as scheduled. Also includes in-house team management and administration. The specific work included is:

1.11. Team coordination meeting ~~(3)~~ – videoconference
The team will have up to Two (2) internal team coordination meetings with the consultants on the project.

1.12. Coordination meeting with City (2) – videoconference
The team will hold up to two (2) meetings with the City to discuss the conceptual and schematic plans.

1.13. Quality control/submittal coordination
The team will ensure that proper quality control and assurance is provided throughout this phase of the project and have submittal coordination with the City and design team.

Tasks 1 Deliverables:
- Topographic survey/base map preparation
- Geotechnical investigation and report
- Conceptual plan
- Schematic civil grading/drainage plan
- Schematic hardscape/site furnishings plan
- Schematic planting/irrigation plan
- Schematic lighting/electrical plan
- Estimate of probable cost of construction

Tasks 1 Meetings:
- Kick-off meeting & site tour
- Team coordination meetings Two (2) - videoconference
- City coordination meetings (2 total) - videoconference

TASKS 2 & 3 – 90% AND 100% PSE DOCUMENTS

A. PSE Documents. This phase shall consist of preparation of Construction Documents (90% and 100%) including planting and irrigation scope items. The Documents will include plans, details, legends, and notes. All work will be coordinated with the City and prepared using the developed AutoCAD base. The documents included are:
- Base Map Refinement & Sheet Layout
- Site Demolition Plan
- Civil Site, Grading, Draining Plan, Legend, and Details
- Structural Plan, Legend, Details
- Site Electrical Plan, Legend, and Details
- Hardscape/Site Furnishings Plan, Legend, Details
- Landscape Irrigation Plan, Legend, and Details
- Landscape Planting Plan, Legend, and Details
- Estimates of Probable Cost

2/3.1 Base Map Refinement / Sheet Layout:
KTUA will work on the project base map and prepare the sheet layout following the City's standards and the engineer's format.

2/3.2 Site Demolition Plan:
The site demolition plan will indicate the elements that will be removed for the project along with items anticipated to be preserved and protected.

2/3.3 Civil Site, Grading, Draining Plan, Legend, and Details:
The team's civil engineer will provide plans, legends, details, and calculations for the site's civil items. This includes the following assumed items:
- The design team will work together to address the local storm water regulations early in the project development phase. Due to the local mitigation requirements, a portion of the site may need to be allocated for infiltration or other storm water management features.
- Compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities requires the preparation of documents, including a Storm Water Pollution Prevention Plan (SWPPP), to be submitted to the State of California Water Resources Control Board for most projects. We understand that the area of land disturbance is less than one acre and that a SWPPP will not be required. Accordingly, preparation of a SWPPP and the role of the Qualified SWPPP Developer (QSD) are not included in the scope of this proposal.

- The municipal infrastructure utilities are sufficient to support the project. Existing utility capacity studies are not included in KPFF's basic services.
- A County of Los Angeles Storm Drain connection permit is not anticipated and not included in the scope of work. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys. If additional information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.
- There are no major utilities that will require relocation as a part of this project. The detailed design of the abandoned or relocated utilities will be accomplished by power company, gas company, cable and telephone company, etc. KPFF will assist the Owner/Architect in coordinating with these utility purveyors. Based upon our experience with similar projects, abandoning or relocating existing utilities can be a lengthy process. It is our understanding the Owner/Architect is aware of the risk to the schedule associated with the portions of work that are within the control of the utility purveyors.
- If traffic engineering services are required for the preparation of the B-Permit or off-site package, the owner/architect will retain a traffic engineer.

2/3.4 Structural Plan, Legend, Details:

The team's structural engineer will provide plans, legends, details, and calculations for the site's structural items. This includes the following assumed items:

- Foundation design for (1) shade shelter
- Foundation design for (2) types of fences
- Foundation design for (3) misc. Site Structures such as benches, light poles, signage (or similar)
- Design of (2) types of retaining walls

2/3.5 Hardscape/Site Furnishings Plan, Legend, Details:

This plan will specifically call out all hardscape items, walls, and furnishings at 20' scale, and identify their materials, colors, finishes and will include construction details and specifications required to install the work. Horizontal layout locations will be by civil engineer.

2/3.6 Site Electrical Plan, Legend, and Details:

The team's electrical engineer will provide plans, legends, details, and calculations for the site's electrical items. This includes the following assumed items:

- Review and assess parcel maps
- Review and assess utility layout, setbacks, and clearances
- Review and assess existing landscape and site features
- Provide engineering services and coordination with the City
- Provide related document
- Assumes City has selected Design and Vendor for the Sign and that information will be given to us
- There will be six (6) solar light poles and new lighting in the vicinity of the project areas
- Assumes new electrical services will be required to design for this project including metering, panels, transformer, etc.

2/3.7 Landscape Irrigation Plans, Legend, and Details:

These plans will diagrammatically lay out landscape irrigation piping, valves, control equipment, sprinkler heads and related irrigation equipment for the irrigation of planting areas, at 20' scale, specifically calling out all pipe and equipment sizing and types; and will include legend and details required to install the irrigation system. KTUA will coordinate with the Civil and Electrical sub consultants as required. A Water Efficient Landscape Worksheet shall be provided inclusive of the Hydrozone information table and Water budget calculations (MAWA, ETWU) as required by the City.

2/3.8 Landscape Planting Plans, Legend, and Details:

This plan will graphically locate and identify planting materials at 20' scale, including specific quantities, sizes and varieties, and will include details and a planting legend to install the plant materials. The pallet will include California native or adaptive, drought tolerant plant materials.

2/3.9 Technical Specifications:

The team will prepare technical specifications using Greenbook Standard Specifications and provisions. The City will provide front-end specifications related to the bidding and legal contract with the contractor. KTUA will help with establish bidding quantities and approach which is assumed to be quantities and itemized bid items.

2/3.10 Opinion of Probable Cost:

An opinion of probably cost will be provided at each submittal milestone. Includes helping with take-offs, and reviewing the estimates provided by the project engineer for the areas within KTUA's expertise.

B. Consultants Coordination/Project Management. KTUA will maintain close coordination with District and consultant team to resolve questions and key issues so that the project can proceed as scheduled. Also includes in-house team management and administration. The specific work included is:

2/3.11 Team coordination meeting (2) – videoconference:
The team will have up to two (2) internal team coordination meetings with the consultants on the project for both 90% and 100%.

2/3.12 Coordination meeting with City (2) – videoconference:
The team will hold up to two (2) meetings with the City to discuss the conceptual and schematic plans for both 90% and 100%.

2/3.13 Quality control/submittal coordination:
The team will ensure that proper quality control and assurance is provided throughout this phase of the project and have submittal coordination with the City and design team.

C. Plan Check/Corrections. KTUA design team will provide drawings to submit to the City at each milestone. KTUA team will perform in-house design review and quality control of project; and meet with the City to discuss their review comments and prepare plan revisions and comment responses as necessary. The specific work included is:

2/3.14 City review comments and corrections:
The team will work on the review comments and corrections from the City. This will include the time to refine the plans based on the comments received and assumes one (1) round of review comments that do not drastically change the design of the site.

2/3.15 Final approved plans (bid set):
Upon final completion of the comments from the City, the design team will prepare a set of signed plans for the bidding of the project.

Tasks 2 & 3 Deliverables:
- 90%, 100% & Final Demolition Plan
- 90%, 100% & Final Civil site/grading/drainage plan, legend, details
- 90%, 100% & Final Structural plan, legend, details
- 90%, 100% & Final Hardscape/site furnishings plan, legend, details
- 90%, 100% & Final Irrigation plan, legend, details
- 90%, 100% & Final Planting plan, legend, details
- 90%, 100% & Final Site electrical plan, legend, details
- 90%, 100% & Final Technical specifications (Greenbook)
- 90%, 100% & Final Opinion of Probable Cost

Tasks 2 & 3 Meetings:
- Team coordination meetings (4 total) - videoconference
- City coordination meetings (2 total) - videoconference

TASK 4 – CONSTRUCTION ADMINISTRATION

REMOVED FROM SCOPE

4.1 Bid Administration:
KTUA will prepare a Bid Schedule with descriptions, attend the Pre-Bid meeting, and respond to RFIs (Requests for Information) and RFCs (Requests for Clarifications) from bidding contractors, advise the City on qualified landscape contractors, and review the bid results and be available to comment on bid analysis in our area of expertise. This includes input for preparation of landscape bid documents as required

4.2 Construction Meetings:
KTUA will attend a total of eight (8) construction meetings (scoped to be videoconference calls) for the project manager of the project. This includes the following meetings:
- One (1) pre-bid meeting
- One (1) pre-construction meeting
- Six (6) construction progress meetings
- These meetings have been estimated for budgeting purposes. If scope of services is necessary to increase, KTUA will negotiate a fee for these services.

4.3 Respond to Requests for Information (R.F.I.) and submittals:
The project team will also assist with Requests for Information (R.F.I.), submittals and addendums throughout the construction process.

4.4 Site Observations and Reports:

The project team will provide site observation visits/reports for the construction of the project and will attend the following site observation meetings:

- Site Observation Walk (7 total) – Civil Grading/Site Work (1 total), Hardscape (1 total – with planting and irrigation visit), Electrical (1 total), Structural Items (1 total), planting and irrigation (4 total)
- Pre-Maintenance Walk-through (1 total) – Hardscape
- Pre-Final Walk-through (1 total) – Irrigation, Planting and Hardscape
- Final Walk-through (1 total) – Irrigation, Planting and Hardscape
- Final Walk-through (1 total) – Civil Grading and Drainage
- Final Walk-through (1 total) – Electrical
- These meetings have been estimated for budgeting purposes. If scope of services is necessary to increase, KTUA will negotiate a fee for these services.

4.5 Record Drawings:

KTUA will review a final set of As-Built drawings as redlined by contractor at completion of the project provided by contractor (hardscape, irrigation and electrical plans). This shall be done prior to the contractor making a reduced colored set for irrigation controllers. Drawings will reflect significant changes to the irrigation made during construction, based on approved and adequate marked-up prints and record drawings furnished by contractor to architect. This does not include field verification of contractor's redlined record drawings. All record drawings shall be prepared using AutoCAD drafting software and the original irrigation drawings as a base. (No manual drafted record drawings are acceptable). The Contractor may obtain digital base files from the Landscape Architect or Owner's authorized representative. If the Contractor is unable to provide the AutoCAD drafting necessary for the record drawings the irrigation designer does provide record drawing drafting as a separate service.

Task 4 Deliverables:

- Bid Addenda Support
- Bidding Assistance (RFI responses and Final Bid Documents)
- RFI and Submittal Support
- Site Observation Reports (7 total)

Task 4 Meetings/Observations:

- Pre-bid Meeting (1 total)
- Pre-Construction Meeting (1 total)
- Construction Progress Meetings (6 total)
- Site Observation Walk (7 total) – Civil Grading/Site Work (1 total), Hardscape (1 total – with planting and irrigation visit), Electrical (1 total), Structural Items (1 total), planting and irrigation (4 total)
- Pre-Maintenance Walk-through (1 total) – Hardscape
- Pre-Final Walk-through (1 total) – Irrigation, Planting and Hardscape
- Final Walk-through (1 total) – Irrigation, Planting and Hardscape
- Final Walk-through (1 total) – Civil Grading and Drainage
- Final Walk-through (1 total) - Electrical

REMOVED FROM SCOPE

REVISED 11/08/2022

City of Montebello
Rio Hondo River Access Improvement Project

		KTUA					KPFF (Civil)			KPFF (Survey)			KPFF (Structural)				Budlong			RLB		Totals	
		Langdon / Singleton	Matt Wilkins	Bernard Everling	David Jamesson	Staff	Neha Yadav	Doug Conlon	Angel Monarres	Robert "Buck" Rogers	Staff	Field Survey	Ramzi Hodali	TBD	Pablo Ramos	TBD	Felix Gomez	Carlos Ramirez	Avo Gharibian	Aled Jenkins	Charlie Andrews		
		Principal Planner	Project Manager	Irrigation Design PM	Sr. Land. Designer	Landscape Designer	Principal in Charge	Project Manager	Project Engineer	Associate Survey	Project Survey	PW-Chainman/Chief of Party	Principal In Charge	Drafter	Project Manager	Project Engineer	Principal	Project Engineer	Project Designer	Associate Principal	Senior Cost Manager		
		$185	$145	$175	$125	$105	$200	$185	$150	$200	$185	$150	$275	$155	$205	$155	$210	$180	$135	$245	$185	**Hours**	**Labor**
TASK 1 | SCHEMATIC DESIGN																							
1.1	Project kick-off meeting & site tour with City	6	8	6			4										2					**26**	**$4,540**
1.2	Topographic survey/base map preparation		2					3		8	38	23										**74**	**$12,925**
1.3	Geotechnical investigations and report (see cost at bottom of matrix)		2																			**2**	**$290**
1.4	Develop conceptual plan & base map	1	4		8			3														**16**	**$2,320**
1.5	Adjust conceptual based on mtg. with City (task 1.12)		2		4													3				**9**	**$1,330**
1.6	Schematic civil grading/drainage plan						1	3	2													**6**	**$1,055**
1.7	Schematic hardscape/site furnishings plan	1	4		6		1	3	2													**17**	**$2,570**
1.8	Schematic planting/irrigation plan	1	2	2	6	2																**13**	**$1,785**
1.9	Schematic lighting/electrical plan/electrical coordination		4														3	12	14			**33**	**$5,260**
1.10	Estimate of probable cost of construction		2					2													14	**18**	**$3,250**
1.11	Team coordination meetings (2) - videoconference	2	2				2	2		1							1	2			1	**13**	**$2,385**
1.12	Coordination meeting with City (2) - videoconference	2	2																			**4**	**$660**
1.13	Quality control/submittal coordination	1	4	2	6	2																**15**	**$2,075**
	Total Task 1 Hours:	14	38	10	30	4	8	16	4	9	38	23	0	0	0	0	6	17	14	0	15		
	Total Task 1 Costs:	$2,590	$5,510	$1,750	$3,750	$420	$1,600	$2,960	$600	$1,800	$7,030	$3,450	$0	$0	$0	$0	$1,260	$3,060	$1,890	$0	$2,775		
	TOTAL TASK LABOR PER FIRM:					**96**			**28**			**70**				**0**			**37**		**15**	**TOTAL LABOR:**	**246**
	TOTAL TASK FEE PER FIRM:					**$14,020**			**$5,160**			**$12,280**				**$0**			**$6,210**		**$2,775**	**TOTAL FEE:**	**$40,445**
TASK 2 | 90% CONSTRUCTION DOCUMENTS																							
2.1	Base map update		0		2		1	6	6													**15**	**$2,460**
2.2	Site demolition plan		2	4			1	6	6													**19**	**$3,200**
2.3	Civil site/grading/drainage plan, legend, details		2				1	6	6													**15**	**$2,500**
2.4	Structural plan, legend, details		2										2	2	8	8						**22**	**$4,030**
2.5	Hardscape/site furnishings plan, legend, details	1	4		12																	**17**	**$2,265**
2.6	Irrigation plan, legend, details	1	1	4		8																**14**	**$1,870**
2.7	Planting plan, legend, details	1	1		6																	**8**	**$1,080**
2.8	Site electrical plan, legend, details		2														3	26	21			**52**	**$8,435**
2.9	Technical specifications (Greenbook)	1	4	1			1	6	6						2							**21**	**$3,560**
2.10	Probable cost of construction		2																		18	**20**	**$3,620**
2.11	Team coordination meetings (2) - videoconference	1	2	2			2	2	2						1			2			1	**15**	**$2,645**
2.12	Coordination meeting with City (1) - videoconference	1	1																			**2**	**$330**
2.13	Quality control/submittal coordination	2	6	2	8	4	1	3	3													**29**	**$4,215**
	Total Task 3 Hours:	8	29	13	28	12	7	29	29	0	0	0	2	2	11	8	3	28	21	0	19		
	Total Task 3 Costs:	$1,480	$4,205	$2,275	$3,500	$1,260	$1,400	$5,365	$4,350	$0	$0	$0	$550	$310	$2,255	$1,240	$630	$5,040	$2,835	$0	$3,515		
	TOTAL TASK LABOR PER FIRM:					**90**			**65**			**0**				**23**			**52**		**19**	**TOTAL LABOR:**	**249**
	TOTAL TASK FEE PER FIRM:					**$12,720**			**$11,115**			**$0**				**$4,355**			**$8,505**		**$3,515**	**TOTAL FEE:**	**$40,210**
TASK 3 | 100% FINAL CONSTRUCTION DOCUMENTS																							
3.1	Base map update				1		1	1	1													**4**	**$660**
3.2	Site demolition plan		1		1		1	1	1													**5**	**$805**
3.3	Civil site/grading/drainage plan, legend, details		1				1	1	1													**4**	**$680**
3.4	Structural plan, legend, details		1										2	2	2	2						**9**	**$1,725**
3.5	Hardscape/site furnishings plan, legend, details		1		2																	**3**	**$395**
3.6	Irrigation plan, legend, details		1	2		4																**7**	**$915**
3.7	Planting plan, legend, details		1		2																	**3**	**$395**
3.8	Site electrical plan, legend, details		1														2	6	2			**11**	**$1,915**
3.9	Technical specifications (Greenbook)	1	2	1			1	1	1						1							**8**	**$1,390**
3.10	Probable cost of construction		1																		14	**15**	**$2,735**
3.11	Team coordination meetings (2) - videoconference	2	2	1				2							1			2			1	**11**	**$1,955**
2.12	Coordination meeting with City (1) - videoconference	1	2																			**3**	**$475**
3.13	Quality control/submittal coordination	2	1	2	4	2	1	1									2	3	1			**19**	**$3,055**
3.14	City review comments and corrections	1	2	2	6	6	1	1							4		2	3	3			**31**	**$4,775**
3.15	Final approved plans (bid set)	1	1	1	4	2	1	1							2			2	1			**16**	**$2,505**
	Total Task 4 Hours:	8	18	9	20	14	7	9	4	0	0	0	2	2	10	2	6	16	7	0	15		
	Total Task 4 Costs:	$1,480	$2,610	$1,575	$2,500	$1,470	$1,400	$1,665	$600	$0	$0	$0	$550	$310	$2,050	$310	$1,260	$2,880	$945	$0	$2,775		
	TOTAL TASK LABOR PER FIRM:					**69**			**20**			**0**				**16**			**29**		**15**	**TOTAL LABOR:**	**149**
	TOTAL TASK FEE PER FIRM:					**$9,635**			**$3,665**			**$0**				**$3,220**			**$5,085**		**$2,775**	**TOTAL FEE:**	**$24,380**

City of Montebello
Rio Hondo River Access Improvement Project

		KTUA					KPFF (Civil)			KPFF (Survey)			KPFF (Structural)				Budlong			RLB		Totals	
		Langdon / Singleton	Matt Wilkins	Bernard Everling	David Jamesson	Staff	Neha Yadav	Doug Conlon	Angel Monarres	Robert "Buck" Rogers	Staff	Field Survey	Ramzi Hodali	TBD	Pablo Ramos	TBD	Felix Gomez	Carlos Ramirez	Avo Gharibian	Aled Jenkins	Charlie Andrews		
		Principal Planner	Project Manager	Irrigation Design PM	Sr. Land. Designer	Landscape Designer	Principal in Charge	Project Manager	Project Engineer	Associate Survey	Project Survey	PW-Chainman/Chief of Party	Principal In Charge	Drafter	Project Manager	Project Engineer	Principal	Project Engineer	Project Designer	Associate Principal	Senior Cost Manager		
		$185	$145	$175	$125	$105	$200	$185	$150	$200	$185	$150	$275	$155	$205	$155	$210	$180	$135	$245	$185	Hours	Labor
**~~TASK 4	CONSTRUCTION ADMINISTRATION~~**																						
~~4.1~~	~~Bid Administration (review/respond to bid RFIs & RFCs, assist with selection)~~																					0	$0
~~4.2~~	~~Construction progress meetings (8 total) - videoconference~~																					0	$0
~~4.3~~	~~Respond to construction RFIs/review submittals~~																					0	$0
~~4.4~~	~~Construction site observations & reports (12 total)~~																					0	$0
~~4.5~~	~~Team coordination/management~~																					0	$0
~~4.6~~	~~Record drawings~~																					0	$0
Total Task 5 Hours:		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Task 5 Costs:		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		
	TOTAL TASK LABOR PER FIRM:					**0**			**0**			**0**				**0**			**0**		**0**	**TOTAL LABOR:**	**0**
	TOTAL TASK FEE PER FIRM:					**$0**			**$0**			**$0**				**$0**			**$0**		**$0**	**TOTAL FEE:**	**$0**

SUMMARY BASE CONTRACT

BASE TASK SUMMARY:	KTUA					KPFF			KPFF			KPFF				Budlong			RLB		Totals	Totals
Project Total Base Hours:	30	85	32	78	30	22	54	37	9	38	23	4	4	21	10	15	61	42	0	49	**644**	
Total Base Costs:	$5,550	$12,325	$5,600	$8,190	$3,150	$4,400	$9,990	$5,550	$1,800	$7,030	$3,450	$1,100	$620	$4,305	$1,550	$3,150	$10,980	$5,670	$0	$9,065		**$103,475**
TOTAL LABOR PER FIRM:					**$34,815**			**$19,940**			**$12,280**				**$7,575**			**$19,800**		**$9,065**		**$103,475**
Misc.					$100																	**$100**
Mileage					$1,800																	**$1,800**
Printing					$100																	**$100**
Total of Direct Costs					**$2,000**			**$0**			**$0**				**$0**			**$0**		**$0**		**$2,000**
TOTAL LABOR AND MATERIALS:					**$36,815**			**$19,940**			**$12,280**				**$7,575**			**$19,800**		**$9,065**		**$105,475**
					34.90%			**18.90%**			**11.64%**				**7.18%**			**18.77%**		**8.59%**		**100%**

Geotechnical Report: $13,500

PROJECT GRAND TOTAL: **$118,975**

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AUTHORIZE THE CITY MANAGER TO APPROVE A LEASE AGREEMENT WITH E-Z-GO DIVISION, OF TEXTRON INCORPORATED, FOR FORTY-SIX (46) ELECTRIC GOLF CARTS**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a five-year lease agreement for electric golf carts with E-Z-GO Division of Textron Inc. for use at the Montebello Golf Course (Golf Course); and
2. Authorize the City Manager to execute the lease agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The proposed lease agreement is for a five-year (5-year) term with E-Z-GO Division of Textron Inc. (E-Z-GO) for forty-six (46) 2024 electric golf carts. The annual lease amount is One Hundred Four Thousand Seven Hundred Fifty Four Dollars ($104,754) and will be financed through PNC Equipment Finance, LLC (PNC). However, E-Z-Go reserves the right to increase charges based upon actual interest rates ninety (90) days prior to the delivery date. Payments will be made to PNC directly on a monthly basis. At the conclusion of the lease, the City will have the option to purchase all 46 carts for $1 to be used for sale, trade-in or to keep for continued use at the golf course or at other City facilities as necessary.

The golf carts currently have an expected delivery time of 10-12 months and are estimated to arrive by the end of November 2023. Funding will be included in the Fiscal Year 2023-24 Golf Course Fund Maintenance and Operation budget.

In addition, the new lease agreement includes a trade-in price of $2,200 for any currently owned carts the City desires to return. Monies received for any trade-in golf carts will be deposited back into the Golf Course Fund.

BACKGROUND/DISCUSSION:

On October 12, 2022, City Council authorized the disposition of surplus golf carts and equipment, coinciding with the Golf Course Renovation Project which was previously approved by the City Council. The lease for the current golf cart fleet has ended and the City is in the process of assessing their condition to determine the best disposition option for each cart, per the surplus action taken on October 12. Staff is now recommending the lease of 46 new electric golf carts, which have a lead time of 10-12 months. The new golf cart lease agreement is being proposed at this time in order to receive them before the renovated Golf Course opens as the end of 2023.

An OMNIA Partners cooperative purchasing contract will be utilized to lease the golf carts. OMNIA Partners awards contracts for various materials and services that are competitively bid, and which meet or exceed local purchasing requirements for use by the public sector. Cooperative contract purchasing opportunities save participating agencies time and money for procurement of needed equipment and services. The City has an active membership with OMNIA Partners and is eligible to utilize its competitively bid and awarded contracts to purchase items and services under Montebello Municipal Code 3.20.050(F), Conformance with Bidding Procedures, which states:

> *“Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except: Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.”*

The proposed 2024 E-Z-GO RXV Elite electric model golf carts provide cost and energy savings over the life of the vehicles due to the efficiency of the lithium ion batteries over the traditional lead acid battery. The lithium ion batteries utilize less electricity per charge and require minimal maintenance. Additionally, the golf carts come with a five-year (5-year) lithium ion battery warranty and its charging components which covers the entire lease term. The previous golf cart fleet had issues with the lead acid batteries, requiring several costly battery replacements out of warranty. Additionally, the new golf carts feature geo-fencing technology which allow for real-time tracking and the ability to set

traveling parameters. This technology will allow staff to identify proper path usage and prohibit the carts from traveling into banned areas; thus limiting damage to the newly renovated playing surfaces of the Golf Course and prohibiting golf cart travel in other unhallowed areas around the Golf Course campus. The tracking technology will also help deter or prevent theft.

During the renovation of the Golf Course, staff will conduct a Golf Course fee study to assess the current fee schedule and make recommendations for the setting of future charges for service for all Golf Course uses (i.e., green fees, cart rental, etc.). This study will work to bring fees to a competitive market rate based on local golf course comparisons with consideration of the unique new nine-hole and six-hole lighted course options on a renovated Golf Course. It is expected that the Golf Course fee study will also result in recommendations for increased golf cart rental fees that will ultimately help offset the cost of the new lease agreement.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve a golf cart lease agreement with E-Z-GO for a five-year term to procure 46 new electric golf carts for use at the Golf Course, with the lease commencing in Fiscal Year 2023-24 and designed to coincide with the opening of the newly renovated Golf Course.

ATTACHMENT(S)

1. Attachment A - E-Z-GO Proposal
2. Attachment B - Omnia Partners Contract - EZGo

NEXT STEPS:

N/A

PREPARED FOR:

Montebello Golf Course

PARTNER WITH THE INDUSTRY LEADER

ELiTE LITHIUM | EX1 | ADVANCED INTELLIBRAKE™ TECHNOLOGY | 72V AC ELECTRIC

October 28, 2022

Mark Campbell
Montebello Golf Course
984 N. VIA SAN CLEMENTE
MONTEBELLO, 90640

Dear Mark Campbell,

E-Z-GO® is honored to prepare this exclusive proposal for Montebello Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Montebello Golf Course.

With sincere appreciation,

Austin Stinson
Territory Sales Manager
astinson@textron.com

THE PATH FORWARD, PAVED BY RXV® ELiTE LITHIUM

The most advanced, economical and high-performing electric powertrain option in the industry also delivers cleaner performance for the planet. E-Z-GO® ELiTE Lithium vehicles provide cost and energy savings for greater value, while also offering a better playing experience to courses everywhere.

FIVE-YEAR
UNLIMITED AMP HOUR WARRANTY

CHARGE FOUR VEHICLES
PER 20-AMP CIRCUIT* FOR EASIER CART BARN CONVERSION

INTELLIBRAKE™
FOR INCREASED SAFETY AND EFFICIENCY

EZGO®

EZGO.COM/ELiTE

FROM THOSE WHO KNOW

"The biggest benefit that I've seen is that the carts are smoother, lighter and don't wear on the turf as much. I have full confidence in sending them back out after 18 holes."

– Jeff Johnson
PGA Master Golf Professional
Sunflower Hills Golf Course

"We've seen savings of $2,000 per month on our electric bills, which easily offsets the cost to upgrade."

– Paul Grillo
Executive Director
Sterling Farms Golf Course

"Lift the seat up and see the 300-lb weight savings under the seat, and the no maintenance on all of the carts saves me at least 10 hours a week."

– Brian Klender
General Manager
Pierce Lake Golf Course

Activated by Samsung SDI, E-Z-GO ELiTE Lithium vehicles also feature AC drive and our patented IntelliBrake technology, which provides superior efficiency and an automatic parking brake. This brings many advantages to your golf course and the environment.

THE BEST FOR YOUR COURSE

Use less out-of-the-wall power to charge.

No battery watering and zero maintenance.

5-year battery warranty.

THE BEST FOR THE PLANET

ELiTE vehicles have saved enough energy to power more than 3,500 homes for a year.

Longer-lasting batteries than lead acid, which reduces overall environmental waste.

IntelliBrake converts speed to electricity, allowing it to repurpose energy. Its brake components also last longer, reducing material consumption.

INDUSTRY-LEADING SPECIFICATIONS

DIMENSIONS	
OVERALL LENGTH	94.5 in (240 cm)
OVERALL WIDTH	47.0 in (119 cm)
OVERALL HEIGHT (W/O ROOF)	46.5 in (118 cm)
OVERALL HEIGHT (W/ ROOF)	69.5 in (167 cm)
WHEEL BASE	65.7 in (167 cm)
FRONT WHEEL TRACK	35.5 in (90 cm)
REAR WHEEL TRACK	38.0 in (97 cm)
GROUND CLEARANCE @ DIFFERENTIAL	4.5 in (11 cm)

POWER	
POWER SOURCE	56.7-Volt DC
MOTOR TYPE	AC Induction
HORSEPOWER (KW)	4.4 hp (3.3 kW) Continuous
ELECTRICAL SYSTEM	56-Volt
BATTERIES (TYPE)	ELiTE 2.2, 56.7-Volt Lithium
KEY OR PEDAL START	Pedal
BATTERY CHARGER	Lithium World Charger 56-Volt DC 10 ft. DC Cord
SPEED CONTROLLER	235-amp Solid-State AC Controller
DRIVETRAIN	Motor Shaft Direct Drive
TRANSAXLE	Limited Slip Differential
GEAR SELECTION	Dash Mounted Forward-Neutral-Reverse
REAR AXLE RATIO	16.99:1
KEY SWITCH	Into Key Switch
PROGRAMMABLE GOLF MODES	Unique Group, Unique Individual

PERFORMANCE	
SEATING CAPACITY	2-Passenger
DRY WEIGHT	599 lbs (272 kg)
CURB WEIGHT	646 lbs (293 kg)
VEHICLE LOAD CAPACITY	500-800 lbs (227-360 kg)
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.8 m)
SPEED (LEVEL GROUND)	19 mph ± 0.5 mph (Up to 30.6 kph ± 0.8 kph)
TOWING CAPACITY	Three E-Z-GO Golf Carts with Approved Permanent Tow Bar

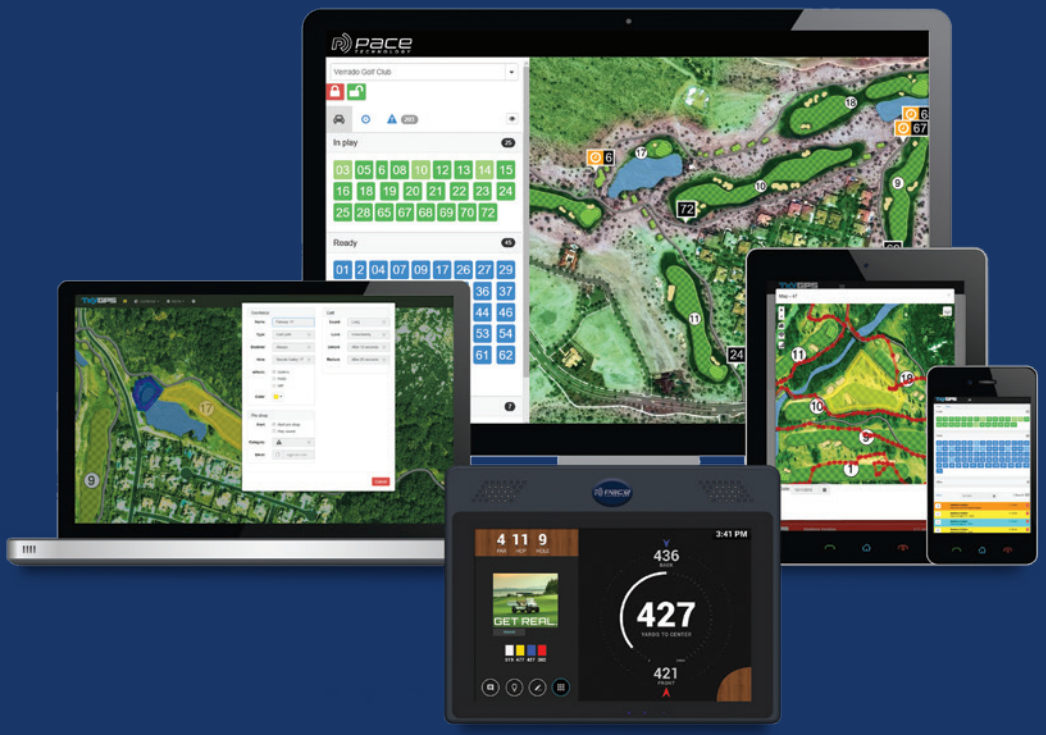
STEERING AND SUSPENSION	
STEERING	Double-Ended Rack and Pinion
SUSPENSION	Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring With Hydraulic Shocks
SERVICE BRAKE	Induction Motor
PARKING BRAKE	Automatic Electro-Magnetic
TIRES	18 x 8.50-8 (4-ply rated)

BODY & CHASSIS	
FRAME	Welded Steel with Powder-Coat Protection
BODY & FINISH	Injection Molded TPO
OPTIONAL BODY COLORS	Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Platinum, Sunburst Orange (custom colors available)
STANDARD SEAT COLORS	Stone Beige, Oyster, Grey, Black
PREMIUM SEAT COLORS	Mushroom, Grey (custom colors available)
PINSTRIPE COLORS	Pewter, Black, Gold

*With ELiTE light charger. Based on RXV technology–net energy inclusive of regen. Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2022 Textron Specialized Vehicles, Inc. All rights reserved.

EZGO.com/ELiTE

Pace TECHNOLOGY



SINGLE-SOURCE SOLUTION

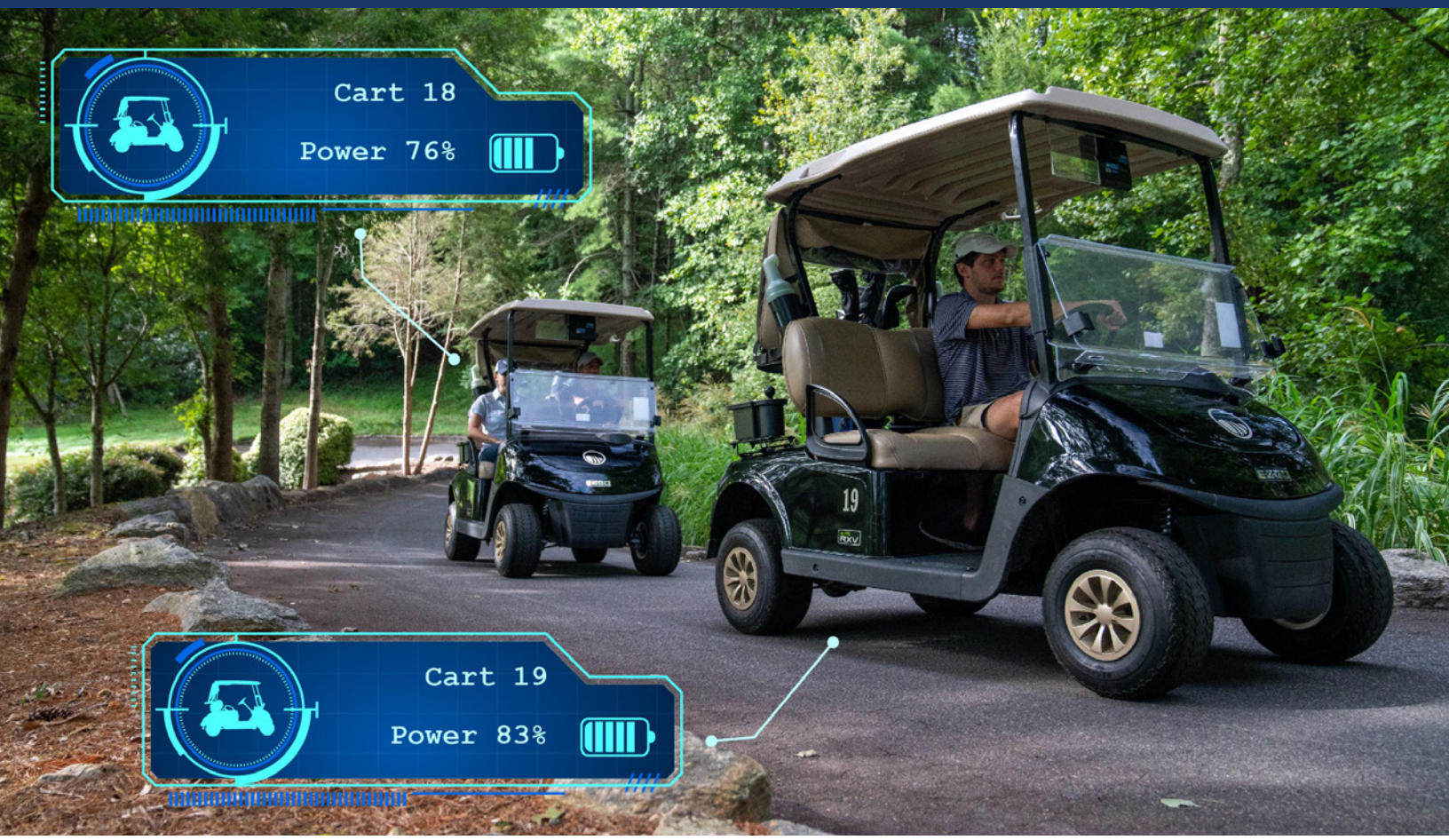
MONITOR, MAINTAIN & PROTECT YOUR INVESTMENT

AMPLIFY THE USER EXPERIENCE

REAL-TIME DATA FOR OPERATIONAL EFFICIENCY & PRODUCTIVITY

EZGO®

BRING EXTRA INTELLIGENCE TO YOUR FACILITY.



OPTIMIZED OPERATIONS

PREPARE FOR ANYTHING

- Weather Alert Feature
- Manually Alert Golfers
- Customizable Push Messaging

PROTECT YOUR INVESTMENT

- Geo-Fencing, Car Shutdown, and Speed Alerts
- Monitor Vehicle Travel History
- Real Time Vehicle Tracking
- Fault History and Alerting

REMOTE MONITORING

- Monitor Your Fleet Remotely
- Track Amp Hours, Charge Rates, and Vehicle Amp Hours
- Monitor Car Locations & Pace-of-Play
- Real-Time Data Analysis

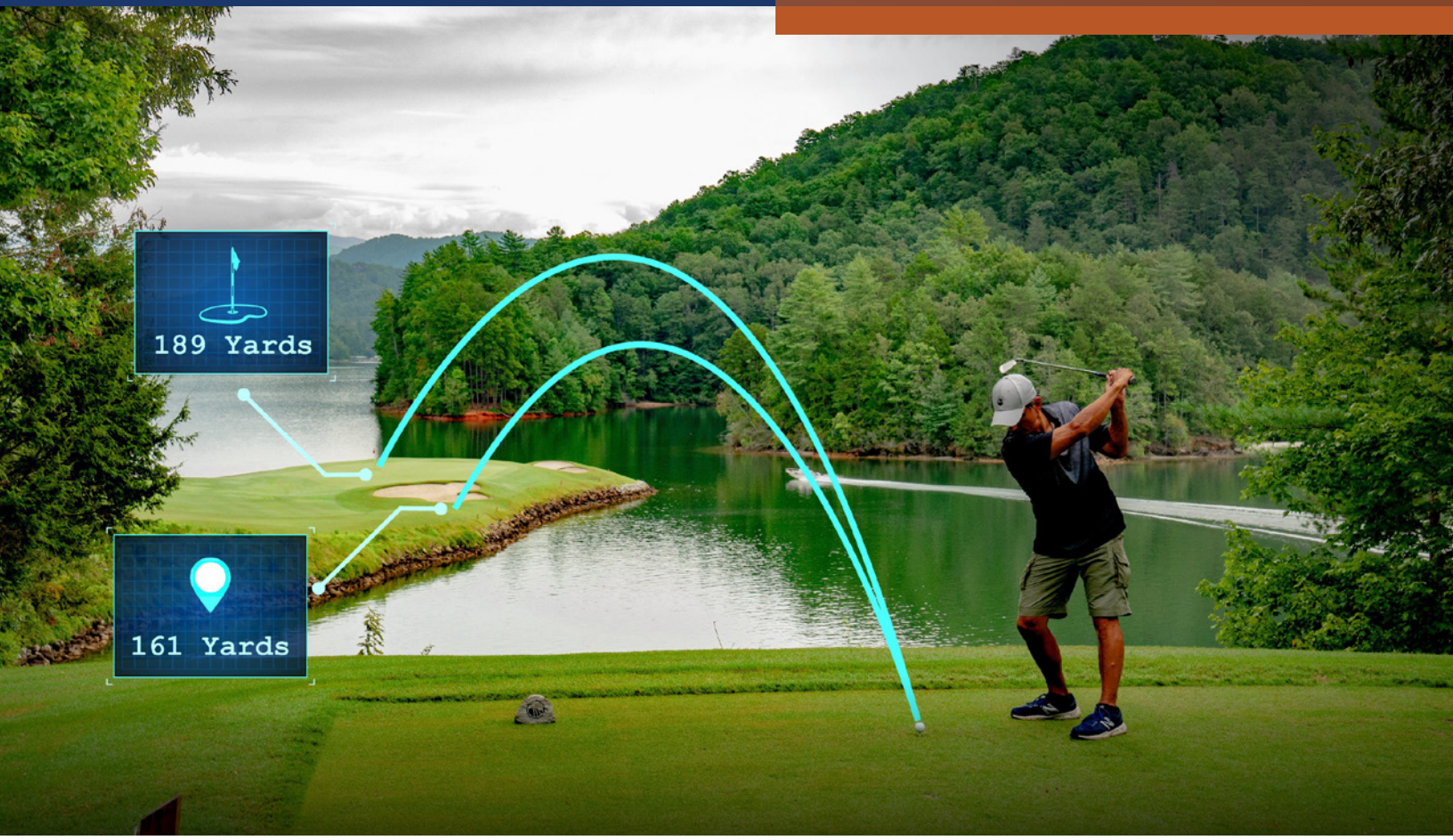
CONNECT YOUR EQUIPMENT

- Maintain Turf Equipment and Utility Vehicles with the Screen-less Shield Plus
- Establish Target Times for Task Completion
- Examine Travel History
- Fleet Utilization and Vehicle Rotation Reports

CREW MANAGEMENT

- Workload Management Tools for Employee Productivity
- Monitor Remotely from Your Phone, Computer, or Tablet
- The Screen-Less Shield System takes up Less Space on the Vehicle

TECHNOLOGY REVOLUTIONIZING THE WAY TO PLAY.



MAXIMIZED EXPERIENCE

ALL-NEW GolfLogix INTEGRATION

- GPS Distances and 3D Heat maps of the Greens
- Get the Exact Distance to Pin
- Order Food and Beverage Items Directly Through the App

DELIVER THE MESSAGE

- Customize and Send Announcements Around your Course
- Generate Revenue with Advertisements and Videos
- Food and Beverage Reminders
- 2-Way Messaging Capabilities

EVENT MANAGEMENT

- Real-Time Leader-board with Golf Genius and ViPer Software
- Push Updates, Announcements, and Reminders Throughout the Round
- Compatible with a Variety of Tournament Formats

CRYSTAL CLEAR DISPLAY

- 7" or 10.1" Ultra-Bright Touchscreen Display"
- 5 Different Themed Screen Options
- Enhanced HD Hole Graphics and 3D Flyovers

www.ezgo.com

PACE TECHNOLOGY

	SHIELD PLUS™	SHIELD™	7	7EX	10EX
MANAGEMENT & GEOFENCING					
Real-Time Equipment Location and Travel History	•	•	•	•	•
Geofencing and Alerts	•	•	•	•	•
Speed Zone Alerts	•	•	•	•	•
Car Shutdown	-	•	•	•	•
Automatically Scheduled Vehicle Lockdown	-	•	•	•	•
Equipment Utilization Data	•	•	•	•	•
Real-Time Pace-of-Play Monitoring / Reporting	-	•	•	•	•
Remote Vehicle and Staging Lockdown	-	•	•	•	•
Customizable Pace Schedules	-	•	•	•	•
TASK MANAGEMENT					
Custom Activity Zones	•	-	-	-	-
Target Completion Times	•	-	-	-	-
Work Efficiency Reports	•	-	-	-	-
SUPPORT					
Extended Warranty & Service	•	•	•	•	•
Built-in Internal Battery	•	•	•	•	•
Automatic Software Updates	•	•	•	•	•
ON-COURSE COMMUNICATION & MESSAGING					
4G LTE Capabilities	•	•	•	•	•
On-Cart Pace Status and Automatic Golfer Warnings	-	-	•	•	•
Distances to Front/Center/Back of Green	-	-	•	•	•
Custom Staging Screens	-	-	•	•	•
Multi-Media Advertising	-	-	•	•	•
Two-Way Real-Time Messaging with Golfers	-	-	•	•	•
ENHANCED GOLFER EXPERIENCE					
High Resolution, Weather-Proof, Touch-Screen	-	-	7"	7"	10.1"
Simple Text-Only Yardage for the Golfer	-	-	•	•	•
Enhanced HD Hole Graphics	-	-	-	•	•
On-Screen Pro Tips	-	-	-	•	•
Digital Scorecard	-	-	-	•	•
Yardage to Pin	-	-	-	•	•
Pin Placement Rotation Schedules	-	-	-	•	•
Distances to Marked Hazards	-	-	-	•	•
Interactive Touch-Screen Distances to Golfer Selected Points	-	-	-	•	•
3D Hole Flyovers with Full-Screen HD Video	-	-	-	•	•
Food & Beverage Menus and Ordering	-	-	-	•	•
Optional Tournament Management	-	-	-	•	•
FM Radio and Music Streaming via Mobile Device	-	-	-	•	•
Weather Warning Alert	•	•	•	•	•

EQUIPPED FOR:

GOLF CARS

EZGO

UTILITY VEHICLES

CUSHMAN

PROFESSIONAL TURF EQUIPMENT

JACOBSEN

© 2022 Textron Specialized Vehicles Inc. 80500-G7 (Rev. 01/2022)

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	**ZERO MAINTENANCE BATTERIES**	**ADVANCED INTELLIBRAKE TECHNOLOGY**
SAMSUNG SDI LITHIUM BATTERIES	**UNBEATABLE ENERGY EFFICIENCY**	**LOWEST COST OF OPERATIONS**

ACCESSORIES

Body Color Platinum	46
Standard Seat Grey	46
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	46
Spoke, Silver (Set of 4)	46
Fender Scuff Guard	46
USB Port	46
Light World Charger, ELiTE (3 m [10 ft] Cord)	46
Sand Bottle (Single)	92
Message Holder	46
Sun Canopy, 54" Black	46
Windshield, Fold Down	46
Custom Logo/Decals	46
Parts Package	1
Freight	46

PACE SHIELD (60 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	BUILT-IN INTERNAL BATTERY	AUTOMATIC SOFTWARE UPDATES
GEOFENCING & ALERTS	REMOTE VEHICLE & STAGING LOCKDOWN	VEHICLE TRAVEL HISTORY

ACCESSORIES

Proposal

Montebello Golf Course

September 15, 2022

CASH PURCHASE

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2024	RXV ELiTE	Net 30	46	$8,360.16	**$384,567.28**
	2024	Pace Shield (60 Mo)	Net 30	46	$1,056.00	**$48,576.00**
					TOTAL UNIT AMOUNT	**$433,143.28**

TRADE VALUATIONS (CASH PURCHASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2019	E-Z-GO	TXT	35	$2,200.00	$77,000.00

NET DOWN AMOUNT	
PAYABLE NET AMOUNT	**$433,143.28**
CASH BACK	**$77,000.00**

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELiTE	46	60 Month + $1.00	$168.50	$7,751.00
	2024	Pace Shield (60 Mo)	46	60 Month + $1.00	$21.27	$978.51
					MONTHLY AMOUNT	**$8,729.51**

TRADE VALUATIONS (LEASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2019	E-Z-GO	TXT	35	$2,200.00	$77,000.00

NET DOWN AMOUNT	
CASH BACK	**$77,000.00**

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	November/December 2023	1 month after delivery

SPECIAL CONSIDERATIONS

E-Z-GO Division of Textron Inc.
Contract Number: R210201
October 1, 2021 through September 30, 2024
Option to renew for two (2) additional one-year periods through September 30, 2026

City of Montebello Member ID: 1028523

E-Z-GO will pick up current TXT vehicles (any quantity) at no charge in conjunction that the City of Montebello signs deal for new vehicles when club re-

opens in late 2023 / early 2024.

Lead time is roughly 10 - 12 months out.

While it's our intent to hold this pricing, the pricing shown is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates and pricing will be determined 90 days prior to delivery.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **Montebello Golf Course** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation,or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

Montebello Golf Course		**E-Z-GO**	
Accepted by:_____	_____	Accepted by: _____	_____
Title:_____	_____	Title: _____Territory Sales Manager_____	
Date:_____	_____	Date: _____	_____

Limited Warranty Terms and Conditions – RXV and TXT ELiTE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuationsin electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the LimitedWarranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- – shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) **STORAGE ONLY** – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	**NOT ALLOWED**

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G21

Region 4 Education Service Center (ESC)

Contract # R210201

for

Golf, Utility and Hospitality Carts

with

E-Z-GO Division of Textron Inc.

Effective: October 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and E-Z-GO Division of Textron Inc. effective October 1, 2021:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between E-Z-GO Division of Textron Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Golf, Utility and Hospitality Carts("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R210201_ for _Golf, Utility and Hospitality Carts_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: E-Z-GO Division of Textron Inc.

Address: 1451 Marvin Griffin Rd

City/State/Zip: Augusta, GA 30906

Telephone No.: 401-457-2327

Email Address: mwilliams@textron.com

Printed Name: Maryellen Williams

Title: Contracts Administrator

Authorized signature: Maryellen Williams

Accepted by Region 4 ESC:

Contract No. R210201

Initial Contract Term October 1, 2021 to September 30, 2024

Margaret L. Bass

Region 4 ESC Authorized Board Member

6/29/2021

Date

Margaret S. Bass

Print Name

Linda Tinnerman

Region 4 ESC Authorized Board Member

6/29/2021

Date

Linda Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14/4	7 Days Delivery	7 days should be switched to 6-8 weeks	Agreed
17/4	Additional Services	Notwithstanding the foregoing, the parties agree that Offeror may, at time of quote, issue an additional fee of up-to three hundred and fifty (350) United States Dollars for set-up and local delivery. Exact amount will depend on the specific order and destination. When applicable, Region 4 ESC shall include such additional fee in the Purchase Order.	Agreed

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **AWARD A PROFESSIONAL SERVICES AGREEMENT, NO. 4040, TO UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, FOR THE UNARMED TRANSIT SECURITY GUARD SERVICES REQUEST FOR PROPOSAL NO. 22-7**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award a Professional Services Agreement, No. 40-40 to Universal Protection Service, LP dba Allied Universal Security Services, for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of Two Million, Seven Hundred and Nine Thousand, Two-Hundred and Thirty-Nine Dollars ($2,709,239) over the three-year term; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On October 14, 2021, Allied Universal Security Services (Allied Universal) submitted their best and final value contract pricing of $2,709,239 for a proposed three-year agreement term (or approximately $903,080/year). In the current fiscal year, this project will be funded utilizing Fiscal Year 2022-23 Proposition C 5% Security, Transit Operating Budget – Outside Contracts, and Fire Department – Contract Services Outside Contracts appropriations. Sufficient funds are appropriated in these accounts, therefore a budget

amendment is not needed to fund the first year cost. Subsequent budgets will be developed utilizing the annual cost and built into the Transit and Fire Departments' budgets.

BACKGROUND/DISCUSSION:

On June 23, 2022, the City of Montebello published RFP No. 22-7 (see Attachment A). RFP No. 22-7 was developed to provide unarmed, fixed post and mobile security guard services for the City's public transit system – Montebello Bus Lines (MBL).

Proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's online advertising platform, PlanetBids.com. Furthermore, proposers were asked to thoroughly review the requirements for RFP No. 22-7 and submit a completed proposal package including a submission checklist. In addition, it was the proposer's responsibility to review and acknowledge all publicly announced addendums, then craft their scope of service following such changes.

All proposals were due Thursday, August 11, 2022. In total, seven (7) proposals were received from the following vendors: Allied Universal, Alltech Industries, Inc., American Global Security, Inc., American Guard Services, Inc., Fast Guard Service, LLC, Inter-Con Security Systems, Inc., and Servexo Protective Services.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

On August 16, 2022, an Evaluation Committee comprised of five (5) raters (Police and Transportation Department) evaluated the seven (7) proposals. Each rater independently reviewed and evaluated each proposal in accordance with the selection process outlined in RFP No. 22-7. Each proposal was rated using the following criteria:

Qualitative & Price Considerations		
1.	Project Management Plan	20%
2.	Proposed Project Team	10%
3.	Qualifications and Experience	15%
4.	Technical Approach	30%
5.	Price/Cost most advantageous to MBL	25%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Proposed Cost	Cumulative Score (Qualitative & Price %)
Allied Universal Protection Service, LP	$4,265,635	85%
Inter-Con Security Systems, Inc.	$15,653,535	76%
American Global Security, Inc.	$5,547,380	75%
Servexo Protective Services	$5,679,831	70%
American Guard Services, Inc.	$1,884,262	58%
Alltech Industries, Inc.	$3,042,645	42%
Fast Guard Service, LLC	$8,883,216	31%

Allied Universal was selected over the competitors based on a review of the qualitative attributes (work plan, quality of proposed personnel, experience and qualifications, and technical approach) presented in their proposal (see Attachment B). Although Allied Universal's initial proposal was not the lowest service cost, as noted in the table above, Allied Universal presented a more qualified team with extensive transit experience and expertise most advantageous to the City.

Allied Universal provided a unique management plan to address the City's needs while complying with all the requirements outlined in RFP No. 22-7. The vendor demonstrated extensive transit experience; emphasizing their highly trained staff's ability in crime prevention and de-escalation techniques, while providing excellent customer service. Allied Universal also developed a detailed deployment schedule for the project's security officers and illustrated their proprietary software application system that can be used to monitor, track, and report security officers' work progress. Lastly, the company referenced several projects completed for transit agencies with an operation structure similar to MBL.

Acknowledging these facts, Allied Universal provided the most comprehensive proposal and demonstrated the credibility required to perform the scope of service requested in RFP No. 22-7.

SUMMARY:

Staff recommends that the City Council award Agreement No. 40-40 (attached hereto in substantial form, see Attachment C), to Allied Universal for a three-year (3-year) term with the option for renewal of up to two (2) additional one-year (1-year) terms, for a total not-to-exceed amount of $2,709,239 (see Attachment D) for the initial three-year term, for Unarmed Transit Security Guard Services; authorize the City Manager to take action necessary to execute and finalize an agreement on behalf of the City; and direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A – Request for Proposal No. 22-7
2. Attachment B - Proposal: Allied Universal Protection Service, LP
3. Attachment C - Draft Agreement No. 4040
4. Attachment D - Price Sheet

NEXT STEPS:

N/A

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 22-7

Montebello BUS LINES

Unarmed Transit Security Guard Services

June 23, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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EXHIBITS

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Exhibit H – Performance Guarantee Certification
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Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello ("City"), Montebello Bus Lines ("MBL"), is soliciting competitive proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system. MBL's top priority is to provide safe and secure public transportation services to City residents and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of 35-40ft buses (including three electric buses); thirty-eight hybrid and twenty-eight Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. The agency provides service to eight fixed routes, the longest of which is 27.2 miles. On any given week the buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

The awarded contractor ("Contractor") will work with MBL, the Montebello Police Department ("MPD"), and jurisdictional partners to provide a safe and secure environment for our passengers and bus operators, generate positive customer engagement, and address nuisance behaviors within MBL's transit system. The Contractor will deploy unarmed transit security guards wearing noticeable uniforms, to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL's eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL's main transportation facility. In additon, the Contractor will be required to comply with Equal Employment Opportunity laws and all applicable federal, state and local laws, and requirements. The City hereby notifies all Contractors/Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises ("DBE") are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

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

DATE: June 23rd, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-7

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

UNARMED TRANSIT SECURITY GUARD SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system.

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

A Pre-Proposal Meeting will be held on **Thursday, July 7, 2022**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Rohan Anderson
Title: Senior Procurement Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

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

Proposals must be received by **Thursday, August 11, 2022, 3:00** PM Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer

affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	**Scheduled Date**	
Issuance of RFP	Thursday	June 23th, 2022
Pre-Proposal Meeting	Thursday	July 7th, 2022
Deadline to Submit Questions	Thursday	July 14th, 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	July 26th, 2022
Deadline to Submit Proposals	Thursday	August 11th, 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of August 22nd, 2022	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 44	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension….	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Thursday, August 11, 2022.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 14th, 2022**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the Proposer shall be given.

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

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

PRE-CONTRACTUAL EXPENSES

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

· Preparing the proposal in response to this request.

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint

venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The Contractor shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Contractor provide complete services

of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

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

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline

or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

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

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

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

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least five (5) years of transit security service experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

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

EVALUATION CRITERIA

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

Qualitative Considerations

The Proposer's qualitative proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Security Services.	10 points
3	**Qualifications and Experience** Demonstrate experience completing security services projects of the same or similar magnitude. Presentation of a catalog of transit security experience and expertise most advantageous to the City.	15 points

4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	**75 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	**25 points**

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services including, but not limited to, a California Private Patrol Operator's License issued by the Department of Consumer Affairs.

The Contractor and its employee shall possess all licenses, registrations and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. The contractor is responsible for ensuring that any Security Guard working at an MBL site is properly licensed under California law.

Contractor's security guards shall be registered and have a valid guard registered card in their possession while on duty. Guard registration guard shall be presented to MBL upon request. If a guard is unable to present his/her guard registration card upon demand, he/she shall be relieved from duty and the contractor shall provide a security guard who has appropriate credentials in his/her possession.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature

of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of $250 per violation.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the first year bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the PlanetBids.com Portal.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Agreement first year value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking

institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

The City, through MBL, is soliciting competitive proposals from fully qualified and experienced security Contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system. The purpose of these services is to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL's eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL's main transportation facility. With oversight and support provided by MBL and the Montebello Police Department ("MPD"), the Contractor shall deploy security officers to perform the services, outlined in the Scope of Work, for a three-year term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Contractor shall furnish all insurance, licenses, permits, supervision, equipment, uniforms, transportation, labor, benefit and taxes throughout the term of the agreement. The Contractor will adhere to all applicable State of California, Los Angeles County, and City rules and regulations. In addition, the City will suggest and provide policy direction that ensures all passengers arrive at their destination safely. The security Contractor will assist in the creation and implementation of safe practices.

Project Overview

As MBL strives to increase its security profile, staff recommended that the City adopt a hybrid security deployment strategy that utilizes contracted security with oversight and support from the MPD. The security Contractor will be properly trained, supervised, and have a performance metrics that will allow both MBL and MPD to manage their activities. This approach will expand MBL's security presence and create an environment that gives passengers and bus operators a peace of mind as they ride within our transit system. MBL has adopted a hybrid security deployment strategy.

The contracted security must be able to assess a situation quickly and take appropriate action, without hesitation, within their scope of authority. They must be capable of de-escalating most any situation and help to resolve conflicts that arise between customers, as well as between customers and Bus Operators. They must be able to work cooperatively and effectively with their assigned partners, MBL Dispatch and Field Supervisors, MPD Transit Liaison Police Officers and other law enforcement personnel within the jurisdiction the buses are being operated.

During operation and non-business hours, the contracted security personnel must remain vigilant and attentive, assist in monitoring CCTV systems, and providing foot patrols on their assigned bus route or post in order to control access, prevent or detect crime and respond to incidents as appropriate. Contractor employees assigned to MBL must be of the highest professional quality, well-trained and experienced in all relevant security, first aid and terrorism awareness concepts and able to provide excellent, attentive compassionate and unbiased customer and security service at all times.

Contractor Responsibilities

The Contractor will provide all services, locations, hours and staffing described herein, subject to prior MBL approval. Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to MBL, provided MBL provides at least seven (7) business days' notice of the change.

Contractor will provide and manage Security Officers and Security Supervisors for all shifts in accordance with this Scope of Work and the Post Orders.

Contractor will assign mobile Security Supervisors to conduct frequent Post Inspections each week, two (2) per night at each post (Transit main facility, Metrolink station, transit centers and of the on-duty Transit Security Liaison Officer teams) all during hours of darkness and at random times. The Supervisor will conduct these inspections and document and report them in the manner MBL approves. The Supervisor will observe and document relevant aspects of the security officer's appearance, status and performance as MBL specifies and correct any deficiencies observed.

All contracted security personnel will receive training in and are required to know, understand and adhere to relevant MBL written policies and procedures such as those prohibiting workplace violence and sexual or other forms of harassment.

Transit Security Manager

The Transit Security Manager (TSM) primary functions are:

- Act on behalf of the Contractor on all matters related to the Agreement.
- Report to and coordinate with City Representative(s) on a monthly basis.
- Maintain an effective quality control and complaint resolution system.
- Respond to Contract discrepancy reports on an as-needed basis.
- Establish operational procedures in consultation with City Representative(s).
- Develop post orders as needed in conjunction with City policy.
- Meet with City designated City representative on a regular basis.
- Ensure compliance with contractual staffing, training, and equipment requirements.

The position is the primary "Point of Contact" for the contracted security. The assigned will report to Transportation Operation Manager or designee. TSM must be knowledgeable about and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular reviews and inspections.

Security Supervisor Responsibilities

Security Supervisor Personnel

Location: Transit System

The Transit Security Supervisor's (TSS) primary functions are:

- Respond to on-site incidents involving subordinates or respond to requests from the City Representative(s) within one (1) hour following an occurrence/ request.
- Conduct on-site supervision, inspection, and guidance to on-duty security officers.
- Assure proper assignment and relief coverage. Notify the City Representative(s) of uncovered posts immediately and be prepared to step in.
- Review, correct, and approve subordinates' logs and reports.
- Maintain knowledge of City operational areas, facilities, and property as well as adjoining areas. Apply security expertise to issues that arise and propose best-practices and solutions to TSM, MBL Operation Manager, MPD Transit Liaison Police Officer, City Representatives, and on-site security officers.
- Support TSM's efforts to deliver high quality security services.
- Ensure subordinates' compliance to all terms of the Contract, post orders, and City policy, rules, and regulations.
- Provide detailed written results of investigations at the request of the City Representative.

The Transit Security Supervisors are working supervisors. They perform the same duties as the security officers they supervise, in addition to supervising and coordinating the activities of their respective teams, providing training, reviewing and approving all reports, logs and other documents their team members produce, consulting regularly with MBL Security Management and attending monthly supervisor meetings with the TSM.

Security Officers (Transit Security Liaisons) Responsibilities

Facility Security Personnel

Location: 400 South Taylor Ave, Montebello, CA 90640

The Security Officers' primary functions are:

- Excellent customer service
- Access control
- Foot patrol of assigned property(s)
- Accurate documentation of bus ingress and egress
- Boarding and inspecting buses entering the properties from regular service
- Producing accurate and legible reports, logs and other documents
- All in full accordance with the Scope of Work and Post Orders

The Transit Security Liaisons (TSL) must remain professional, courteous and attentive at all times, be able to observe and accurately assess activities within and around their assigned properties and provide accurate and timely reporting when and as appropriate.

Metrolink Station and Tiny Homes Security Personnel

Location: 2000 Flotilla Street, Montebello, CA 90640

The Security Officers' primary functions are:

- Provide trained and qualified unarmed security personnel to secure and protect the Metrolink Station, and the Tiny Homes site against fire, theft, accidents, safety hazards, damages, and trespass.
- Ensure the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.
- Open/Close security gate to park-and-ride lot as needed.
- Patrol the Metrolink Station, the external perimeter of the Tiny Homes site, and the surrounding vicinity on a continuous basis.
- Observe any criminal activity, fire, the threat to property or person, unusual activity or hazardous conditions at the Metrolink Station and the Tiny Homes site; and promptly report and take appropriate action. Immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.
- Maintain a professional and personable demeanor at all times while on duty – including, but not limited to, demonstrating discipline, integrity, accountability, and excellent appearance.
- Periodically inspect all exits and respond to alarms indicating unauthorized use.
- Require Security Contractor personnel to enforce City and security Contractor security policies, procedures and orders.
- For information not known to the security personnel, the expectation is that they will document questions from Metrolink Station patrons, and Tiny Homes participants and staff to ensure that information is received by City staff for appropriate follow-up.
- Other assignments that may arise, on an as needed basis, and agreed upon by both parties in writing.

The TSL will be deployed 24/7 to increase the security presence at the Metrolink Station while monitoring the Tiny Homes external perimeter. This will strengthen the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.

Transit System Security Personnel

Location: MBL Fixed-Route Transit System

The Security Officers' primary functions are:

- TSLs are specialized security officers with a strong emphasis on safety who patrol the MBL system by riding buses, inspecting bus stops and zones for security concerns and providing foot patrols, all in full accordance with the Scope of Work and Post Orders.
- TSLs function as contracted security officers first and second customer service personnel. Their primary responsibilities are to ensure the safety of all internal and external stakeholders, assist in

developing security strategies for transportation operations, and utilize technology and equipment to implement security measures. Typically TSLs spend a majority of their shift patrolling and addressing security-related challenges that interfere with transit operations.

- TSLs are highly-trained security officers with safeguard professional appearance and demeanor which helps to deter/prevent most Customer Code of Conduct-related challenges. However, they provide excellent customer service by welcoming customers to the system and educating customers and potential customers about the Customer Code of Conduct.
- TSLs will not issue citations or other written warnings, and may never have to make a citizen's arrest. They use excellent customer service, conflict resolution and de-escalation techniques to resolve disputes in an amicable manner that supports the Bus Operators, MBL Field Supervisors, contracted policing team and other public safety personnel and which encourages a welcoming and secure atmosphere for MBL's customers, potential customers and employees. This requires familiarity and experience working with the diverse community MBL serves, including seniors, students, persons with disabilities (physical and intellectual) and non-English speakers (half of MBL customers primarily speak Spanish).

Initial Contract Deliverables

Upon receipt of a Notice to Proceed, the Contractor will:

Where applicable, commit to working cooperatively with the incumbent Contractor and MPD to ensure a smooth, seamless and uninterrupted transition of MBL's security activities.

Post Orders

- Deliver first draft Post Orders, specific to each site and function, to Transportation Operation Manager or designee within three (3) business days
- Deliver final draft Post Orders to MBL's Director of Transportation or designee within three (3) days of request for revision
- Deliver approved Post Orders to supervisors for each site and train to them. The supervisors are then responsible for training their teams and ensuring all assigned team members follow and periodically review the Post Orders, signing off on their review once per MBL fiscal quarter or whenever MBL or Contractor amends them

Final MBL-approved Post Orders are incorporated by reference and will become part of the Contract. Post Order information will include, but is not limited to:

- General safety and operational procedures
- Emergency procedures (including contact lists)
- Incorporate findings and recommendations from MBL's recent security study: Threat and Vulnerability Assessment Report, Security Program Plan, and Security Program Implementation Table
- Daily activity and incident report procedures and forms
- Patrol procedures
- Equipment operation
- Communications procedures
- Dress and grooming standards

- Training procedures and requirements
- Photographs, maps and diagrams of each facility
- MBL policies including those describing Active Shooter response and prohibiting
- Workplace Violence and Various Forms of Harassment

Patrol Plans

Deliver a proposed Patrol Plan for all sites within three (3) business days that includes, but is not limited to:

- The use of an approved electronic patrol management system (EPMS)
- The approved EPMS will use smartphone/tablet technology to track and document security officer and supervisor movements, activities and observations throughout their shifts
- Patrol methodologies
- Patrol documentation and reporting
- Paper report form templates for use in the event of EPMS failure

Proposed Uniform Designs and Equipment

- Deliver images and descriptions of proposed uniforms and equipment within three (3) business days
- TSL uniforms should be consistent regardless of assignment; the officers should be interchangeable in the event there is dire operation need on one post verses another.
- TSL uniforms should include Contractor and MBL logos, at minimum:
    - Baseball cap (with MBL and Contractor logo), Heavy jacket (embroidered shoulder patches and badge), Windbreaker (embroidered shoulder patches and badge), Rain gear, Approved traffic control vest, Long and short sleeved shirts (No polos, embroidered shoulder patches and badge), Trousers (511-type for TSLs), Black socks, Black leather shoes or boots (no sneakers).

TSL equipment should include, at minimum:

    - Flashlight and batteries or charger (high power, LED-type), Black handcuffs, Black pepper Spray, Black leather basket weave flashlight holder, Black leather basket weave dress belt, Black leather basket weave Sam Browne belt with silver buckle, At least four black leather basket weave belt keepers (snap or Velcro), Name plate of MBL-approved design, Keys (if any) with black leather, basket weave, sound restricting key holder, All other non-lethal equipment which the Contractor determines to be necessary to the successful performance of services.
- **TSL additional equipment should include:**
  Collapsible baton with black basket weave holder, Pepper gel with black basket weave holder, Black basket weave radio holster compatible with MBL-issued/or approved portable radio, all other equipment which the Contractor determines to be necessary to the successful performance of services
    - TSS and TSM additional equipment
    - Silver metal sergeant stripes for jacket, windbreaker and shirt collars (Uniforms should clearly differentiate title/rank from subordinates)

Personnel and Training Documentation:

Deliver to MBL's Transportation Operation Manager or designee within three (3) business days a complete, current, digital personnel portfolio that includes a dossier for each employee assigned to the contract (including the Transit Security Administrator/Project Manager and any subordinate managers).

Each digital employee dossier will include:

- A color image of the employee's face and their full legal name and date of birth
- A copy of their resume
- Scans of all applicable identification and certification cards, front and back
- Their assigned supervisor, post and schedule
- A background investigation and training log attesting that the employee met all background requirements and restrictions and successfully completed all required training as set forth in the Contract

Contractor will provide a new or updated digital dossier for each employee within three (3) business days whenever an employee's information changes or when Contractor removes personnel from or adds personnel to the Contract.

Prior to assigning any new employee to a permanent position with the Contract, Contractor will provide the candidate's resume for MBL's Transportation Operation Manager or designee review, accompany the candidate to an interview with the Transportation Operation Manager and, once MBL approves, provide at least twenty-four (24) hours of on-the-job training with the Site Supervisor at Contractor's expense.

Personnel

Contractor Responsible for Personnel:

Contractor will provide the number of trained and qualified personnel necessary to fully staff all posts for all locations, programs and hours for which this Contract requires Security Officer Services.

All Security Officers must be direct employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, management, transportation costs, direction and discharge of Security Officers will be the Contractor's responsibility. The accurate withholding of federal, state and local taxes and payment of all wages will be the Contractor's responsibility.

Contractor is responsible for complying with all required federal, state and local employment and wage laws and regulations.

The Contractor will provide relief for Security Officers for authorized rest and meal breaks and all approved time off.

- **Removal without Cause**
  MBL may request that Contractor remove any Security Officer or Supervisor from performing Services under this Contract at any time it desires for any reason. Contractor will remove and replace personnel within three (3) business days when MBL so requests under this section.
- **Removal with Cause**
  Contractor will remove and replace a contractor employee within thirty (30) minutes of MBL request for any cause or condition that, in MBL's opinion, renders the employee incapable of

performing their duties. Examples include but are not limited to: Sleeping on duty, altered consciousness or any physical, psychological or emotional condition that renders the employee unfit to perform their duties as required.

- **Augmentation of Workforce**
  If MBL temporarily increases the number of Security Officers or Supervisors required to fulfill this Contract, MBL's cost will be based on the billing rates set forth in the current Contract year.
- **Qualified Employees**
  Personnel the Contractor hires for, or assigns to, this Contract will possess the following skills and abilities:
    - The ability to speak, read, write, understand and properly use written and electronic documents composed in English
    - The ability to understand and follow various rules, procedures, regulations, guidelines and instructions
    - Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
    - The minimum qualifications required for the position for which employed, to include a certification from the Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) as described in Business and Professions Code Section 7583.7. MBL may require proof of such qualifications at any time from any Contractor employee or from the Contractor
    - Be at least twenty-one (21) years of age. MBL may waive this requirement for honorably-discharged veterans of military service
    - Possess and maintain a valid First Aid/CPR/AED certification

  The following persons are not qualified to work as Contractor employees at MBL:

    - Persons with felony convictions, ever, or violent misdemeanor conviction(s) within the past ten years
    - Persons currently on probation or parole for any offense
    - Persons against whom a Court has issued a current temporary or permanent restraining or protective order
    - Security Officers removed with or without cause at any time during this Agreement
    - Any person who does not possess the required certifications or training specified in this Agreement.

  Should, in MBL's opinion, any employee prove unqualified for the position to which they are assigned, Contractor will remove such employee and provide a replacement within thirty (30) minutes of MBL's request at no additional cost to MBL. MBL will not pay for any service provided by Contractor's employees who do not meet the qualifications set forth herein.

- **Training Requirements:**
    - The Contractor will require all employees to have current Guard Cards and First Aid/CPR/AED cards in their possession and to successfully complete "Stop the Bleed" training from certified trainers. Contractor will require all employees assigned as TLSs and

TSSs to have current baton, handcuff, and pepper gel cards in their possession. Contractor will provide electronic scans of any required card renewals within three (3) business days of the renewal, as part of an employee's updated dossier

- Within five (5) days of the Effective Date; the Contractor, Transportation Operation Manager, and MPD Transit Liaison Police Officer will meet to develop written training plans and implement a new-hire and annual refresher training program. Contractor will have five (5) days to complete the training plan for final MBL approval and three (3) weeks to complete all new hire training
- Prior to assignment at any MBL site, all Contractor employees will complete an MBL Security Orientation Course. Training will include, but is not limited to: Transportation Security Administration -mandated training for Security-Sensitive employees, MBL-specific topics related to safety, security, customer service, emergency management, transit operations, workplace violence and harassment prevention, Active Shooter awareness and tours of the sites to which the Contractor will assign the employees
- **Ongoing Training:** The Contractor shall provide ongoing training to security officers after their initial security post training as necessary to ensure top level service. The Contractor shall explain in detail their programs of ongoing training, including new material updates, and any extension courses offered.
- Mandatory ongoing training provided by the MPD will also be required by all security officers assigned to the City of Montebello – Montebello Bus Lines properties, on a quarterly and/or as needed basis. Trainings provided by the MPD will be held at MBL's main transportation facility.

Contractor will provide additional training to employees assigned as TSLs and TSSs with additional training specific to public transportation security including, but not limited to:

- **Transit Security Basics**
  - Terrorism awareness
  - Fare inspection
  - Foot patrol techniques
  - Special events
  - Protests and demonstrations
  - Emergency preparedness
  - Radio, Telephone and Written communications
  - Accident reporting
  - Adjacent transportation modes
  - Evacuations
  - Revenue vehicle operations
  - Delays/Service disruptions
  - Crisis communication/De-escalation
  - FTA drug and alcohol policy and procedures

- **Transit Operations Rules and Regulations**
  - Bus operations overview and definitions
  - Bus equipment familiarization

Through the assistance MPD, MBL will provide all employees assigned as TSLs and TSSs with additional training specific to MBL including, but not limited to:

- TSL and TSS roles and responsibilities
- System security
- System safety
- Bus orientation
- Bus stop and shelter inspections
- Radio and Telephone procedures
- Basic office equipment usage
- MBL computer access and usage
- MBL email access and usage (where applicable)
- Internet access and policies
- MBL access card usage and restrictions
- Customer service
- Routes and fare structure
- Customer Code of Conduct
- Public and media relations
- MPD Transit Enforcement Detail (TED)
- Conflict avoidance and resolution
- Field Supervisor and TED ride-along
- Supervised bus ride-along

MBL will provide all Transit Security Supervisor (TSS) with training specific to MBL including, but not limited to:

- Location and routes to all MBL facilities
- MBL forms use
- Radio and Telephone procedures
- Identified security vulnerabilities and alarm response procedures
- Proper phone and radio usage procedures
- New officer orientation
- Proper inventory control
- CCTV and alarm monitoring procedures and alarm response duties
- Emergency contact procedures

Through the assistance MPD, MBL will provide all Transit Security Supervisor (TSS – assigned to the Fixed-Route Transit System) with training specific to MBL including, but not limited to:

- Assigning, supervising and reporting on all TSL team activities
- Providing daily reports to MBL's Transportation Operation Manager or designee

Ongoing Training Requirements: The Contractor is required to provide all employees assigned to MBL with annual refresher training which the State mandates and this Contract requires.

Times of Service/Time Records

- All original time records and payroll records for an employee's time for which MBL is charged will be retrievable within twenty-four (24) hours of MBL request
- The Contractor will maintain electronic records of actual daily Security Officer assignments and functions in a standardized, electronic and reportable manner
- The Contractor will make all financial and operational records related to this Contract available for inspection, copying or audit for the entire term of the Agreement and for three (3) years after the term of the Agreement. This section will survive termination or expiration of the Agreement
- The assigned Contractor employee of appropriate authority will review and approve all Time records

Hours of Service

The Contractor will provide Security Officers and Supervisors to fill all shifts. MBL reserves the right to change the times, days or locations of the shifts. The Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified employees to be furnished by the Contractor hereunder will be subject to MBL approval. The Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to MBL, provided MBL gives seven (7) business days' notice of any changes except in emergencies.

- **Overtime -** Contractor must seek and receive MBL's Transportation Operation Manager or designee approval before accruing any paid overtime

Quarterly and Annual Reports

MBL's fiscal year runs from July 1 through June 30. Within ten (10) days following the end of each MBL fiscal quarter (September, December, March and June) and of MBL's fiscal year, Contractor will furnish a comprehensive report of the total services provided under this Contract for MBL's fiscal quarter and/or year just concluded. The report must be in an MBL-approved format and must list, by Post (Facility Security, Metrolink Station/Transit Center and Tiny Homes Security, and Transit Security Liaisons) the following:

- All services provided under this contract
- Total number of hours, by employee, and billing and pay rates of each service provided
- Total number of contracted hours not provided, and why
- Number of Incident Reports filed, when and the reason for each report
- Number of patrols conducted sorted according to Post
- Number of employees removed from the contract and why
- Number of liquidated damages assessments (if any), amounts, dates and reasons

Sensitive Security Information (SSI)

Per the Transportation Security Administration, all security-related reports, logs, images or other documents are classified as Sensitive Security Information (SSI) and controlled under 49 CFR parts 15 and 1520.* No part of these records may be disclosed to persons without both a right and a need to know, according to the written permission of the MBL Director of Transportation and/or Transportation Operation Manager.

*Unauthorized release may result in civil penalty or other action.

Key Performance Indicators (KPIs)

With approval of MBL, the contractor will develop Key Performance Indicators (KPIs) for the purpose of assessing, quantifying, documenting and improving Contractor employee compliance with Contract requirements. Once established, the Contractor will commit to meeting or exceeding all KPIs and taking timely and effective steps to improve whenever performance proves substandard. At minimum, the contractor's Quality Assurance / Metrics should address the following: Compliance, Quality, Dependability and Customer.

Holidays

MBL recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Memorial Day
- Independence Day
- President's Day
- Labor Day
- Thanksgiving
- Christmas

MBL requires security coverage during these holidays. For this contract MBL recognizes time and half for all positions.

Safety

The Contractor must comply with the following Safety Guidelines:

- The Contractor will recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Contractor assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Contractor to discontinue operations at any time if it determines that the Contractor's actions are creating an unsafe environment or situation.
- The Contractor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.
- The Contractor will not operate MBL machinery without express written consent. Only approved and licensed operators may operate the City's vehicles, forklifts, or other heavy machinery on MBL property, with MBL approval.
- MBL is a smoke-free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.

- The Contractor must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subcontractor employees as well as MBL staff and visitors.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Montebello Bus Lines (MBL) reserves the right to request references.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
E. Licensed to do business in the State of California.
F. Certifications (if required)
G. Experience with projects of similar size and scope.
H. Experience with agencies of similar size and scope as MBL.
I. Financial capacity.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

UNARMED TRANSIT SECURITY GUARD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide reliable and effective Unarmed Transit Security Guard Services ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated May 12, 2022 (RFP No. [22-7]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 22-7;
B. Proposer's [DATE] Proposal for Unarmed Transit Security Guard Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. 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 written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. 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 CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's 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 8. 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, 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. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to 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 CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by 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 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of 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 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. 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 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 sub-Contractors 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 sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor 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 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 sub-Contractors, 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 sub-Contractors 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 13. 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with 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): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. 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 CITY, its officers, agents, employees and volunteers 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 (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of 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 sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, 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.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. MISCELLANEOUS.

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

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. 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 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by 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 CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between 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.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
Name and Title

Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 22-7

UNARMED TRANSIT SECURITY GUARD SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official Signature of Authorized Official

Typed or Printed Name Typed or Printed Name

_____ _____

Title Title

_____ _____

Date Date

_____ _____

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

_____ _____

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 22-7, Unarmed Transit Security Guard Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 22-7, Unarmed Transit Security Guard Services (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

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

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 22-7
UNARMED TRANSIT SECURITY GUARD SERVICES

COST PROPOSAL SHEET (Three Year Term)

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

First Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**

List other costs/fees: **Description** **Cost/Fees**

_____ _____

_____ _____

Second Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**

List other costs/fees: **Description** **Cost/Fees**

_____ _____

_____ _____

Third Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**
			GRAND TOTAL COST	**$**

List other costs/fees:

Description	**Cost/Fees**
_____	_____
_____	_____
_____	_____
_____	_____

***List all paid holidays below:**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	**Date:**

EXHIBIT E

STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Montebello Bus Lines

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____
Signature of Attorney Date

Montebello Bus Lines

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K

Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars ($)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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An Allied Universal® Proposal for Montebello Bus Lines

REQUEST FOR PROPOSAL (RFP) No. 22-7

Presented to:
Rohan Anderson
Senior Procurement Analyst

Presented by:
Tad Garabedian
Government Specialist

8/11/2022

August 11, 2022

Rohan Anderson
Senior Procurement Analyst
City of Montebello
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

Dear Mr. Anderson:

Thank you for inviting Allied Universal® Security Services to participate in your proposal process. We understand the importance of quality security and look forward to providing a customized program that meets your requirements.

Our proposal response, references, presence in the City of Montebello, and experience and specialization in Transit security demonstrate our proven expertise. We look forward to leveraging best practices from our existing city and county programs to support the Montebello Bus Lines security program and bring ideas and innovation for its future growth and security goals.

Allied Universal® has had the manpower, support structure, and partnerships in place to effectively support the Montebello Bus Lines mission.

Highlights of our Partnership with the City of Montebello:

- Existing relationship with City providing world-class security services
- Largest provider of security services to transit agencies in the country
- Dedicated Transit / Government Services Division for oversight
- Proven local transit security expertise
- Ability to surge or reduce staff on short-term notice

Allied Universal is proposing a deployment plan which meets all requirements of the SOW provided in the RFP, including 24/7 mobile supervision.

Allied Universal is dedicated to delivering a security program that achieves measurable results while evolving to meet Montebello Bus Lines' security challenges. We hope that you look favorably upon our past performance with the City of Montebello, our proposal submission, and our commitment to providing a comprehensive, quality security solution. We greatly appreciate the opportunity and look forward to our expanded partnership in security excellence.

Should you have any questions or require clarifications to any part of our proposal, please contact me at 213.800.2996 or by email at tad.garabedian@aus.com.

Sincerely,

Tad Garabedian
Government Specialist

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SECTION 5 – Qualifications **22**

Desired Qualification *22*

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PROPOSAL SUBMISSION CHECKLIST

Unarmed Transit Security Guard Services RFP No. 22-7

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	TG SC
2	Letter of Transmittal	Page # 44	TG SC
3	Licensing, Permits, and Certificates	Page # 17	TG SC
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	TG SC
5	References	Exhibit B	TG SC
6	Insurance	Exhibit C	TG SC
7	Cost Proposal Sheet	Exhibit D	TG SC
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	TG SC
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	TG SC
10	Certification Regarding Debarment, Suspension….	Exhibit G	TG SC
11	Performance Guarantee Certification	Exhibit H	TG SC
12	Performance Bond	Exhibit I	TG SC
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	TG SC
14	Bank Draft	Exhibit K	TG
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	TG SC

Company Name:	Allied Universal Security Services	
Name of Proposer initialing document (print):	Tad Garabedian	Steve Claton
Email address of Company Contact:	tad.garabedian@aus.com	steve.claton@aus.com
Signature:		
Title:	Government Specialist	President Southwest Region
Date:	August 1, 2022	August 1, 2022

LETTER OF TRANSMITTAL

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 22-7

UNARMED TRANSIT SECURITY GUARD SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated	#1 July 11, 2022	Dated	
Dated	#2 July 28, 2022	Dated	
Dated		Dated	

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

Proposer's Name Allied Universal Security Services

Business Address
765 The City Drive, Ste. 150, Orange, CA 92868

Contact Person Tad Garabedian

tad.garabedian@aus.com
Email Address

Phone 213-800-2996

Fax N/A

Signature of Authorized Official

Typed or Printed Name
Tad Garabedian

Title
Government Specialist

Signature of Authorized Official

Typed or Printed Name
Steve Claton

Title
President Southwest Region

Date August 1, 2022

Date August 1, 2022

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

For proposals requiring licenses the following information is required:

Contractor's License No. 14417

Expiration Date: October 31, 2023

License Classification: Private Patrol Operator

We interpret the need to provide a signed copy of a joint venture/partnership to be a partnership agreement with a partner/subcontractor if applicable. Allied Universal intends to perform all the work itself with no partnership or JV. If the expectation is for Allied Universal to provide a copy of Allied Universals own corporate "partnership agreement" we would be happy to provide upon request.

LICENSING, PERMITS, AND CERTIFICATES

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
OCTOBER 30, 2001
EXPIRATION DATE
OCTOBER 31, 2023
CURRENT DATE / TIME
AUGUST 1, 2022
11:49:46 AM

LICENSING DETAILS FOR: 14417

NAME: UNIVERSAL PROTECTION SERVICE, LP

LICENSE TYPE: PRIVATE PATROL OPERATOR

PRIMARY STATUS: CURRENT

PREVIOUS NAMES: UNIVERSAL SECURITY SOLUTIONS ◆ UNIVERSAL PROTECTION SERVICE ◆ UNIVERSAL SECURITY SERVICES

ADDRESS OF RECORD

1551 N TUSTIN AVE STE 650
SANTA ANA CA 92705-8664
ORANGE COUNTY

MAP

TECHNICAL PROPOSAL

PROJECT MANAGEMENT PLAN

Allied Universal is providing herewith a proposed management plan to address the needs of the City of Montebello, comply with and deliver on all requirements outlined in the RFP, and build on best practices currently being utilized on comparable local and national transit systems that we serve. Allied Universal has the unique ability to scale up or scale down based on our client's immediate needs; therefore, our proposal is flexible, and we encourage an open dialogue and discussion with the City to discuss any increases or decreases to the plan provided herein.

Our plan is designed to work in concert with local law enforcement. Our offering will provide passengers, bus operators, and City staff a high level of security visibility and peace of mind. Officers will be highly trained in crime prevention, and de-escalation techniques, and will have excellent customer services skills.

STAFFING PLAN

Transit Security Manager: The proposed Transit Security Manager (TSM) for MBL is Steve Nsaif. With over 13 years in the security industry, Steve leads one of Allied Universal's largest branches. He manages over 3,000 Security Professionals, more than 500 customers, and over $100M in annual revenue. In his current role, Steve has the overall responsibility for branch operations and is supported by his Southwest Region Executive level management team. Steve began his career with Allied Universal in 2010. In his tenure with Allied Universal, Steve held several roles such as Director of Security, Division Manager, and Client Manager.

Before joining Allied Universal, Steve served as a Senior Advisor with the U.S. Department of Defense Intelligence and Security command. He joined military units for multiple deployments to Iraq. He carried different responsibilities such as direct action missions, quick reaction forces, and counter-insurgency operations. He also held advisory roles to train, mentor, and coach foreign military, police, and foreign intelligence agencies. Steve also supported different government agencies such as the U.S. Department of State, the International Bureau of Narcotics and Law Enforcement (INL), Customs and Border Protection (CBP), as well as Non-Government Organizations such as UNICEF, participating in multiple campaigns and initiatives, focused on bringing stability within the Middle East region.

Steve is an associate of the Crisis Prevention Institute (CPI), Terrorism Liaison Officer with the Orange County Intelligence Assessment Center (OCIAC), Threat Assessment Professional with the Association of Threat Assessment Professionals (ATAP), and a certified healthcare officer with the International Association of Healthcare Security and Safety (IAHSS). His affiliations also include the Institute of Real Estate Managers and ASIS International.

Steve has the authority to act on behalf of Allied Universal and has extensive experience transitioning and starting new contracts such as MBL. He will be a single point of contact for the City for all deliverables including but not limited to the provision of post orders, billing, HR issues, incident management, contract compliance, and all reporting to the City.

The TSM is a non-billable position that is included in our overhead cost and provided bill rates.

Supervisors: Allied Universal is proposing the deployment of 24/7/365 field supervision. We are suggesting one supervisor be assigned for each of the three shifts, 24 hours per day. The mobile and roving field supervisors would be responsible for conducting required post-inspections (2 inspections/post/shift). The supervisors would be equipped with a company-provided vehicle, a HELIAUS guard tour system (which includes cell phone capability), and a company-provided radio. In addition to providing support and oversight to the static posts (Metrolink and HQ), the mobile supervisors will be available for immediate support for transit security officers. Transit officers will have communication capability with the supervisor, and if needed, the supervisor can be summoned to respond and meet transit officers anywhere along the lines as needed.

In addition to post inspections, supervisors will be fully trained to fill uncovered posts (due to emergencies or call-offs), provide on-the-job training and field tests, review all logs and reports, and provide any additional assistance to City as required.

Supervisors: 168 HPW 1 supervisor on duty 24/7/365

Transit Security Officers: Transit Security officers will be high-caliber, highly trained security professionals. These individuals will be specifically recruited based on experience, customer service acumen, and trained in de-escalation techniques. They will be trained in our company Transit Security Program; specific details are found in the training section of this proposal.

Allied recommends transit security officers work in two man teams. This is the deployment model used for Long Beach Transit as well as many other transit systems we serve. Having a two-man team allows one individual to address issues (or unruly guests) while the second acts as backup or calls for additional assistance.

Transit security teams patrol the system's bus lines in random order to avoid any sort of patternable sequence. Teams exit at random stops and continue patrol on the next bus or intersecting line. A detailed patrol route would be planned in concert with MBL and can be modified in real-time to account for hot spots or threats. Officers will be equipped with our HELIAUS guard tour system which can be used as a tracker for officers' location and "patrol hits", as an incident reporting tool, as well as a tool to track any metrics MBL stakeholders would benefit from our collecting.

Allied Universal recommends deploying three (3) two (2) man teams each day. This schedule ensures coverage at the commencement and ending of services each day, and double coverage during main business hours. Schedule each day would be as follows:

Team 1 (two officers):	4:30am – 12:30pm	7 days/week
Team 2 (two officers):	9:30am – 5:30pm	7 days/week
Team 3 (two officers):	2:15pm – 10:15pm	7 days/week

The schedule can be modified if MBL deems double coverage needed at different times.

Transit Security Officers**:** 336 HPW 6 officers/day. 8-hour shifts. 7 days/week

Security Officers: Allied Universal's highly trained security professionals will be selected for customer service skills and ability to detect and deter crime.

At the HQ facility at 400 S. Taylor, officers will be responsible for access control, documentation of bus ingress and egress, reporting, deterring crime, and customer service. Our recommendation for

deployment at this site is one officer 24/7/365. While we note the facility is closed from 1:30 am – 3:00 am, we propose 24-hour coverage to ensure facility protection at all hours. Continual service ensures the safety of MBL staff that leave at closing, as well as those that enter at the opening. Staffing during closed hours protects the facility from theft.

Allied Universal currently serves the Metrolink Station (and Tiny Homes Site) for the City. We are currently providing 24/7/365 coverage, and we recommend continuing with the same coverage under this new agreement. The addition of the mobile security supervisors will be a nice compliment to help officers at this site should additional resources be needed.

Security officers Taylor Ave HQ: 168 HPW 1 officer on duty each shift 24/7/365

Security officers Metrolink Station: 168 HPW 1 officer on duty each shift 24/7/365

Implementation Plan

Screening

OUR SCREENING PROCESS

Application Review & Assessment
Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.

Interviews
Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.

Electronic I-9 and E-Verify
Employment verification is completed to present proof of eligibility to work in the U.S. All potential employees are processed through E-Verify, the government's employment eligibility system.

Management Testing
May involve one or more behavioral assessment tools to help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit for the position.

Social Security Trace
Social Security checks run on each candidate to verify identify and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process.

Criminal Background Checks
Prior to being assigned to a post, each employee undergoes a criminal records background check (except where such is conducted as part of the state guard licensing agency). Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required.

National Sex Offender Registry **(except CA and NV where such checks can only be done in accordance with state law)**
This step searches the Federal Department of Justice database, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available.

Pre-employment Drug Testing
Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge.

Motor Vehicle Report
Security Professionals designated to drive a vehicle are subject to Motor Vehicle Report checks to verify driving eligibility and must complete on-site training before they can operate a vehicle.

Security Professional Integrity/Honesty Assessment
Behavioral Assessments are available on a pre-placement basis to help evaluate attitudes and behaviors linked to integrity, honesty, trustworthiness and customer service aptitude. Assessments are predictive (no guarantee of performance or behaviors); available for an additional charge.

Education & Employment Verification
In the event that the contact requires education and/or employment verifications, these services can be completed for a nominal fee.

Recruiting

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality, career-minded professionals, Allied Universal® can identify and place high-performing, best-fit security personnel quickly for Montebello Bus Lines' unique environment and security programs. Some of the recruitment resources we use include jobs.aus.com, promotions and employee referrals, universities and schools, former military/reservists, veterans' organizations, police and fire departments, job fairs and open houses, and professional organizations. Our strategic partnerships include AARP, the International Association of Jewish Vocational Services, the National Indian Council on the Aging, and the National Asian Pacific Center on Aging.

ALMOST 80,000 VETERANS HIRED OVER THE LAST FIVE YEARS

HIRE VETS MEDALLION PROGRAM

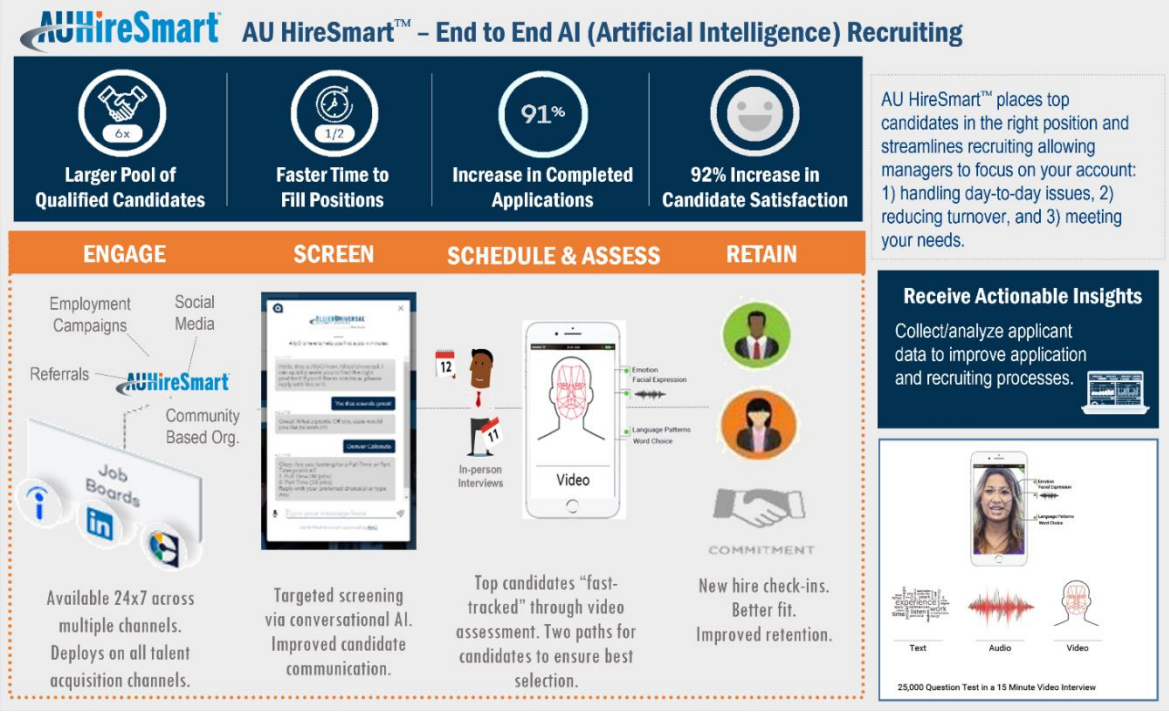
HIREVets.gov

Recruiting and Employing American Military Veterans Gold Medallion Award recipient

Streamlined Screening and Hiring with AU HireSmart™

Allied Universal® recruiters use AU HireSmart™, an end-to-end Artificial Intelligence (AI) recruiting solution, which provides several unique benefits designed to streamline the recruiting process to meet your placement needs quickly.

HireSmart™ translates candidate video screening tests into actionable data that accurately predicts a candidate's aptitude for any given role. These videos measure emotional expression, tone, language patterns, and word choice to determine a candidate's fit for the position. This process improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them.



CUSTOMIZED TRAINING FOR MONTEBELLO BUS LINES

AU Institute® is the umbrella under which all formal training and development opportunities exist. Methods of training include eLearning on Allied Universal® EDGE®, Instructor-led, Virtual Instructor-led, On-the-Job Training, Scenario-based, and mLearning (mobile friendly). Allied Institute is supported by more than 50 full-and part-time certified instructors and provides both mandatory and voluntary courses, which are offered pre-assignment, on-the-job, and continuing education. Training for Montebello Bus Lines will be tailored to meet the specific roles in the RFP.

There are five phases of Security Professional onboarding and development. Each has a specific timeframe for completion, as well as testing guidelines to ensure comprehension. Training phases include:

- New Employee Orientation
- On-the-Job-Training Post Certification (to be completed within 21 days of hire)
- Core Training (must be completed in the first six months)
- Quarterly Site Training (Ongoing and Refresher)
- CPR/First Aid/AED and other Certification Training

CORE TRAINING	Phase Three of the Security Professional and Development process consists of 20 lessons, each with an exam that must be successfully passed. Core Training must be completed within six months of hire; and will be completed by all personnel assigned to Montebello Bus Lines.
SUPERVISOR TRAINING	This training readies supervisors for their new roles so they are prepared for the challenges of leadership with 8 training modules focused on how to be a better supervisor. All supervisors assigned to Montebello Bus Lines will complete (or will have completed within three years) this supervisory training.
MANAGEMENT TRAINING	Management training covers a variety of business and security-related topics, to shape proficient managers with smart business sense.
MOBILE PATROL TRAINING	In addition to the Core Training, this training readies Mobile Patrol Officers to provide safe and effective vehicle patrols for Montebello Bus Lines.

COMPLIANCE TRACKING

Compliance tracking through the EDGE, our online learning management system, allows training to be accurately recorded and reported. Trainers and managers can track Security Professional progress through initial, specialty, and refresher training, and verify compliance.

ONGOING & REFRESHER TRAINING

Allied Universal believes in the reinforcement of initial training as a key to effective learning and long-term performance excellence. We use a structured process for refresher training on a variety of topics related to your needs and contract requirements. The local branch management and regional training staff will administer standard, company-wide training modules. Our managers will help ensure that ongoing training remains a top priority. Ongoing training topics include:

CUSTOMER SERVICE TRAINING	Allied Universal believes customer service is the essence of what we do every day. From welcoming passengers with a warm friendly smile to giving directions to the nearest ATM to recommending the best local restaurant, the role of security personnel in a transit system has changed dramatically over the past few years and is still evolving. A Security Professional may perform a wide variety of tasks as a Station, General, Mobile, or Transit riding Security Officer. Allied Universal believes to go the extra mile, escorting customers to their vehicles after hours, assisting patrons in boarding and exiting transit modes, and even delivering critical medical services. Many transit agencies view these traits as crucial elements of an outstanding security program, necessary to add a special touch for a positive customer experience.
CULTURAL DIVERSITY TRAINING	Allied Universal® is committed to offering Cultural Diversity training to all security professionals working under the contract with Montebello Bus Lines. The course is offered on the EDGE our enterprise-wide learning management system and is available 24/7. This course helps employees identify the differences between discrimination and diversity, describes the benefits of diversity, and informs employees on the dangers of stereotyping and how to avoid discrimination.
DEALING WITH DIFFICULT PEOPLE OR SITUATIONS TRAINING	This course prepares Security Professionals to respond to difficult people and situations and helps them to develop the confidence to handle adverse events. Employees will learn how to properly assess the situation, use effective de-escalation techniques, and diffuse the situation.
MASTER TRANSIT SECURITY OFFICER PROGRAM	All security officers and managers will have completed at a minimum; all state, Montebello Bus Lines, and Allied Universal-required training before attending our School of Transit Security, an outline which is provided on the following pages. A score of 80% or higher is required to earn the designation as an Allied Universal® Transit Security Officer.

TRANSIT SECURITY OFFICER COURSE DESCRIPTION

Transit Security Basics - This course is designed to give new officers a basic understanding of the challenges related to providing security in transit operations. Topics include:

- Overview Light Rail
- Fare Inspections
- Manual Block
- Standard Routes
- Evacuations
- Citation Preparation
- Revenue Transfer Log
- Revenue Transfer Procedures
- Bus Operations
- Fine Structure
- Special Event Procedures
- Adjacent Modes Transportation
- Revenue Vehicle Ops
- Rail Collisions
- TVM's
- Fare Sweeps
- Rail Rule Book
- Escort Protection Officer
- Crisis Communication
- Fine Procedures
- Accident Reporting
- Coin Hoppers
- Delays/Service Disruptions

Transit Operations Rules & Regulations - It is imperative that our officers understand the special needs and challenges of dealing with the public in a transit environment. Topics covered include:

- Rail Operations Overview & Definitions
- Bus Operations Overview & Definitions
- 49 CFR 214/Railroad Workplace Safety
- Rail Equipment Familiarization
- Bus Equipment Familiarization
- 49 CFR 239 Passenger Train Emergency Preparedness

On-site Procedural Training - Our On-the-job Training program consists of an extensive checklist of general policies and procedures all officers must know to be successful at their worksite. This training is conducted in conjunction with the OJT Guidebook, a manual that provides instruction for both new employees and facilitators on how to execute this training. This program contains a variety of site-specific training topics, including:

- Post Orders
- Chain of Command
- Medical Emergency Procedures
- Patrol Routes and Procedures
- Site Specific Equipment
- Customer Service
- Access Control Procedures
- Emergency Phone Numbers
- Fire Emergency Procedures
- Bomb Threat Procedures
- Safety Orientation
- Management of Aggressive Behavior/Crisis Management

Effective Patrolling Techniques - Since many environments are decentralized and comprised of several locations, it is important that our officers know how to patrol effectively and efficiently. This section covers tips and techniques for conducting thorough and comprehensive patrols.

- Static Patrol
- Vehicle Patrol
- Foot Patrol
- Using Your Senses

TRANSIT SECURITY OFFICER COURSE DESCRIPTION

CPR/First Aid/AED – Allied Universal offers the American Heart Association CPR, First Aid and AED certification training. This training usually is conducted by a local Allied Universal® trainer at the Branch office. Other advanced First Aid skills including advanced stop the bleed and mass casualty incident training will be included in the MBL onsite training model as required by the contract. Advanced emergency medical training is also available including the use of narcotic antagonist drugs (NARCAN) for rapid drug overdose response.

Emergency Preparedness - This training was designed to give security officers the basic knowledge necessary to effectively manage most emergency situations including initial mass casualty management. The curriculum covers a wide variety of important topics, including:

- Natural Disasters
- Intro to Incident Command System
- Emotional Reactions to Disasters
- Evacuation Procedures
- Emergency Considerations
- Crime Scenes
- Accidents/Collisions
- Terrorism Tactics, Tools, Training
- Recovery
- Communicating Evacuation Orders
- Accommodating Special Needs
- HAZMAT

Communication - This training covers the proper use of radios and cell phones. Includes advanced concepts of verbal communication to provide the most effective communication.

- Call Signs/10 Codes/Signal Codes
- Radio Checks
- Dispatch
- Equipment Maintenance
- Specialized Codes (Fire Rescue/Law Enforcement)
- Patrol & Communications
- Incorporate client maintenance & facilities staff
- Use of a repeater or airtime

Non-Lethal Weapons - Security Professionals and Supervisors must complete a non-Lethal training and safe handling course conducted by a certified non-Lethal instructor, and successfully complete the non-Lethal weapons course.

- Weapons Orientation & Deadly Force
- OC Spray
- Final Exam/Critique
- Escalation/Force Spectrum
- Baton & Handcuffing

Compliance Tracking

The baseline for employee compliance is accomplished during the recruiting or intake process. Candidates are vetted by comparing requirements to qualifications. Credentials are entered into the WinTeam Compliance Tracker database where they will be maintained and cross-referenced in the Scheduling process. Before a candidate is released for assignment and OJT, all background investigation and training requirements must be completed. An established intake process requires verification of every application metric before uniforms can be issued. When authorized to report to the site, responsibility for performance oversight transfers to the Account Manager.

As employees progress through initial orientation, pre-assignment certification, or OJT additional performance data is compiled in WinTeam. When a specific post requires a credential or unique attribute essential to contract compliance, that specification is programmed into Compliance Tracker and an on-screen error message is displayed if the manager tries to add an employee to the schedule and if the employee's Compliance Tracker records do not fit the pre-established profile of the post.

Our commitment to compliance tracking extends beyond our training resources. **WinTeam**, Allied Universal's automated scheduling component, is the compliance module that captures training records for security professionals. **WinTeam** works in conjunction with the Allied Universal EDGE and offersextensive compliance tracking and reporting functionality. Our managers access all systems through our secure intranet to support compliance verification in real-time. These programs work together to enable trainers and managers to track employee progress through initial, specialty, and refresher training, and to easily verify compliance.

Employee data is maintained in both paper and electronic form for the term of the employee's relationship with Allied Universal and then archived for an appropriate statutory period as required by corporate, state, local, or client mandates.

WinTeam's Compliance Tracking module continually compares personnel data with pre-loaded post requirements. The credentials necessary to ensure that security professionals are appropriately trained and cleared for duty are identified through a job-specific set of pre-determined compliance codes. **Employees who require credentials cannot be scheduled until compliance requirements have been resolved.**

Allied Universal's regional training organization is the primary group responsible for tracking training certifications and clearances and enforcing the 'arm's length' relationship between data providers and data managers. By maintaining corporate mandated security protocols, site management team members are not allowed to enter or override compliance specifications for project staff. This separation of function and access is just one of the layers that support the integrity of compliance and audit processes.

The project, Division, and Corporate managers have access to the reporting functions of WinTeam. The statusof mission-critical deliverables is a primary component of the Quality Control audit process that ensures timely completion of compliance requirements.

Quarterly business review meetings occur with site security management, our branch management, and the City representatives. We use the business reviews to reflect on what we have accomplished through our partnership, for benchmarking, and to establish future measurable goals.

Post Orders (Duties) and Operating Procedures - Post Orders and Standard Operations Procedures Manuals represent the essential playbook that guides the daily activities of the MBL security team. Our TSM will coordinate will operations team members to create, implement and update these manuals in collaboration with MBL, while our security professionals refer to them consistently. Security professionals are trained on Site Specific Post Orders and the Security Operations Manual during on-the-job training, re-training, daily inspections, and roll calls. The first draft of the Post Orders will be provided to MBL within three days of Notice to Proceed.

Automated Post Orders - The effectiveness of the City security program is closely linked to the quality and accessibility of the post orders your security team relies on to deliver ongoing exceptional service.

With Allied Universal® Post Orders Builder, account managers can quickly create and/or revise Post Orders for your job sites using fully automated templates—including location requirements, client expectations, general and specific responsibilities and accountability, performance standards, and more. Images such as site maps, floor plans, flyers, and announcements can easily be uploaded, making drafting post orders as simple as possible. As a result, you can be assured that your security professionals have access to all the information they need to efficiently perform their daily responsibilities and respond quickly to all potential incidents.

Live, Automated Post Orders: Our Post Orders Builder also provides the basis of the City requirements that are uploaded into HELIAUS®—our comprehensive adaptable workforce solution. Security Professionals receive tour orders, access to site information, and record daily activity directly on their HELIAUS® mobile device.

Review of Post Orders, Procedures, and Performance - As previously stated, our local managers create, implement and update these manuals in collaboration with City personnel. Supervisors will be focused on *daily inspections and written notices* to ensure that the security staff at the City locations follow day-to-day regulations, codes of conduct, and Standard Operating Procedures/Post Orders. This is the most active and proactive group in the Quality Control matrix. All the daily 'heavy lifting' is tasked to supervisors while providing support, oversight, and coordination.

As part of our quality inspections, we identify areas of improvement or recommend service-enhancing post orders changes.

Incident Reports - Accurate incident reporting is essential in emergencies, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports from City sites can also identify any security trends that may indicate a need for adjustments to the City security program. Our security professionals are trained in report writing to ensure accurate, detailed, and clear information.

Each security professional will provide a report for any circumstances that require explanation, such as the assistance of emergency units or notification of civil authority. Such incidents also include accidents, personal injuries, and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.

Reports are instantly available through eHub, our secure client website, or through your Allied Universal® manager, utilizing WinTeam®, at any desired frequency. WinTeam, our fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also

allows us to provide: shift personnel schedules; warnings on overtime and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports to the City security management team.

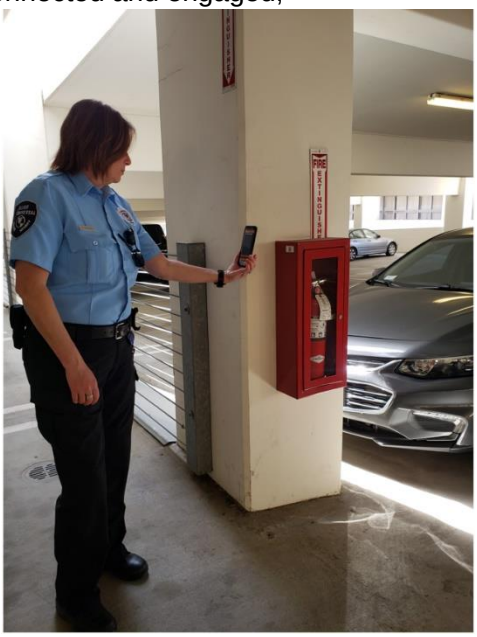
Allied Universal® also offers our web-based HELIAUS software package designed specifically to document security incidents. This helps streamline record keeping, produces clear and concise incident reports, summarizes incidents by selected criteria over specified periods, and quickly retrieves past incident reports.

Allied Universal® regularly trends dozens of reports to make sure your security program is running efficiently and to proactively drive improvements. A variety of customized reports can be tailored to your needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet your specific requirements.

TOUR VERIFICATION AND REAL TIME REPORTING CAPABILITIES

HELIAUS® - THE POWER OF INSIGHT INTO ACTION®

HELIAUS® is our proprietary Artificial Intelligence (AI)-driven workforce management solution that uses powerful algorithms to generate risk-averse recommendations. With HELIAUS® at the center of the City security operations, your security professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively create safer, more secure environments.



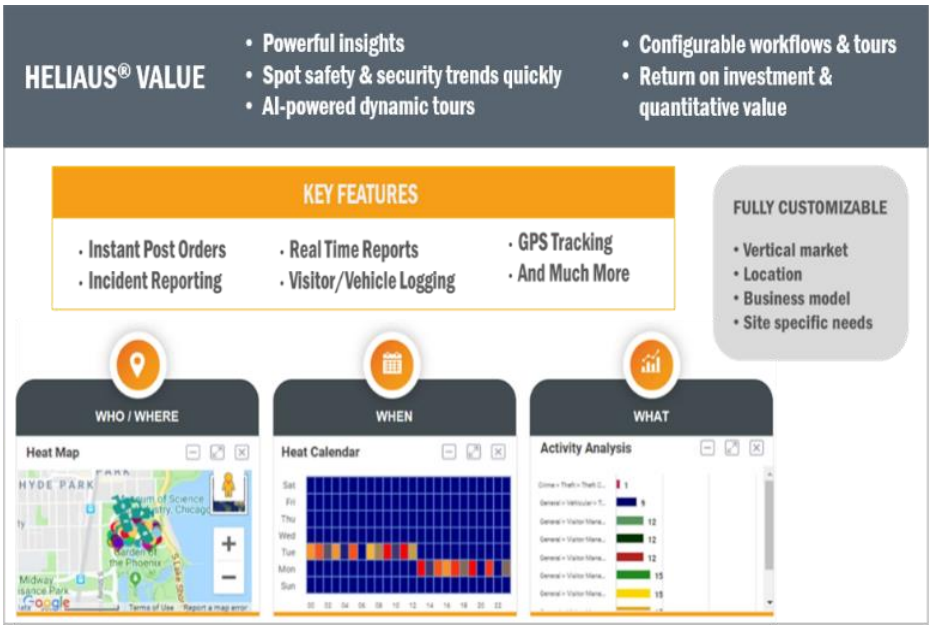
HELIAUS® - Technology Platform

Functioning as a comprehensive workforce management solution through instant post orders, incident reporting, GPS tracking, visitor logging, and more, HELIAUS® is tailored to the City's security program based on overall contract requirements and even each site's specific needs.

HELIAUS® consists of two parts - HELIAUS® Mobile and HELIAUS® Portal. HELIAUS® Portal provides the City with real-time visibility into site-specific events and activities, as well as a historical overview to understand trends and develop future insights. HELIAUS® mobile allows our security professionals to share information and acts as a virtual coach as they go about their duties.

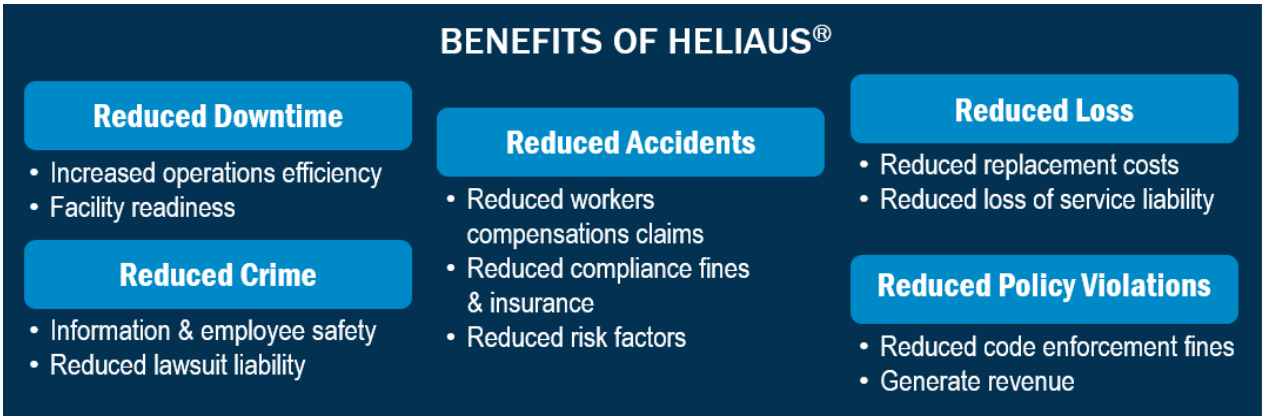
- Additional Mobile Capabilities
- Incident and event reporting
- Temperature screening
- Tasks and messages
- Lost and found
- Custom forms
- Visitor and vehicle management
- Fire and safety inspections

- SOS



Quickly Identify Safety and Security Trends

HELIAUS® has contributed to incident reductions, cost savings, efficiency increases, and peace of mind for industry-leading organizations. Regardless of site number, size, or specific events, the HELIAUS® platform has connected security programs with proven ROI. The HELIAUS® dashboard provides on-demand views of historical trends, customizable by date, category, and location. This insight provides the City with a full view of the who, what, where, and when incidents are occurring, allowing you to adjust your resources and response as needed through the Tour and Workflow applications within HELIAUS®.



Configurable Tours and Workflows

While security professionals are pushing data to the online portal, they are receiving post order instructions in real-time. Through HELIAUS®, we program custom workflows to virtually coach security professionals when they scan an NFC tag, approach a beacon, or enter a specified GPS zone. Tasks assigned to areas can include: following checklists, taking videos or photos, sending the client an email or text message, answering follow-up questions, and more.

Return on Investment (ROI) / Quantitative Value / Proven Results

By delivering unprecedented situational awareness into the hands of your Security Professionals, their skills and training are amplified and enhanced by the platform's data-driven intelligence. HELIAUS® has contributed to cost savings through incident prevention, efficiency increases, and peace of mind for industry-leading organizations. Regardless of the number of sites, size, or specific events, the HELIAUS® platform has connected security programs with proven ROI and added value and will help do the same for the City of Montebello.

BENEFITS

As an industry leader, Allied Universal® provides meaningful, comprehensive employee benefits to Security Professionals. We offer high-value employee benefits that help us attract high-caliber personnel to serve client needs. We believe that providing comprehensive benefits increases employee satisfaction and enhances security professional effectiveness.

Benefits for Security Professionals include:

- **Medical Insurance**: We offer medical plans to all benefit-eligible employees through payroll deduction and/or client contribution (pursuant to our eligibility requirements and policies). Estimates provided in this proposal represent costs based on proposed and evolving regulations, plan structure, and estimated participation. Detailed additional information regarding coverage and premium costs is available upon request.
- **Dental and Vision Insurance**: Benefit-eligible employees qualify for dental and vision plans.
- **Disability Insurance**: Benefit-eligible employees may purchase both short and long-term disability insurance.
- **Life Insurance**: We provide basic life and accidental death and dismemberment insurance to benefit-eligible employees at no charge. Supplemental life insurance is also available to employees at a competitive rate.
- **Accident Insurance**: Benefit-eligible employees have the option to purchase accident insurance from Aflac.
- **Cash Pay Card**: Employees have the option to receive their pay through direct deposit or as a Cash Pay Card (where permitted). The Cash Pay Card option offers a branded debit card and check option, allowing employees access to wages without having to incur fees.
- **DailyPay**: DailyPay is a voluntary program that allows employees to track their pay after every shift and provides on-demand access to their earnings. DailyPay also includes free tools to budget and plan for expenses.
- **Educational Assistance**: We provide educational assistance for eligible applicants selected for the program including up to $3,000 toward the cost of tuition and qualified related expenses. We partner with over a dozen colleges/universities (DeVry University, George Washington University, Liberty University, Ashford University, and others) to offer tuition discounts. We also award up to ten annual scholarships of up to $1,000 to the children of our employees.
- **Commuter Benefits Program**: Allied Universal® offers transit and parking options for benefit-eligible employees who can elect to have funds deducted through payroll on a pre-tax basis.
- **Paid Time Off**: We provide different vacation options such as paid time off, anniversary bonuses, and vacation time based on the specific contract and state sick time laws.
- **401(k) Retirement Plan**: Allied Universal® employees are eligible to enroll in our 401(k) retirement savings program anytime following six months of employment.

- **Holidays**: Security Professionals receive time-and-a-half pay when working these holidays: New Year's Day; President's Day; Memorial Day; Independence Day; MLK Day; Labor Day; Thanksgiving; and Christmas Day.
- **Employee Assistance Program:** This program is designed to assist employees in resolving personal circumstances that could impact their work performance.
- **PerkSpot**: We offer various fringe benefits exclusively to our employees for personal use. Some of these benefits include discounts on items such as fitness memberships, cellular phone plans, retail merchandise, and credit union access. Allied Universal® also partners with a range of vendors so employees can benefit from special savings and offerings from companies that include: Sprint, AT&T, Verizon Wireless, DIRECTV, Dell Computers, VPI Pet Insurance, GlobalFit, and H&R Block.

NOTE: Allied Universal® reserves the right to change, amend, or terminate the benefits programs and their options at any time.

QUALITY ASSURANCE OVERVIEW

Allied Universal® will review and monitor the Montebello Bus Lines security program regularly to ensure maximum operational efficiency and satisfactory performance of contract obligations at all times. We use several quality assurance tools to measure client satisfaction and identify any opportunities for improvement. These include account audits, performance evaluations, and inspections, on-site focus groups, and regular feedback through Allied Universal® Voice. We also solicit feedback from and share best practices for on-site safety and hazardous situations with our Security Professionals to enhance our level of service, add value to Montebello Bus Lines' security program, and ensure compliance.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.

Since 1953, Allied Universal® has kept people safe, protecting our client's brands, and providing peace of mind through our dedication to quality leadership, industry expertise, and our commitment to building unparalleled employee and client relationships. As a leading provider of security and facility services in North America, with over 300,000 Security Professionals protecting over 50,000 client sites, Allied Universal® is There for you.®

We take a personalized, integrated approach to your needs, becoming fully immersed in Montebello Bus Lines' culture, mission, and values to provide proactive security services and cutting-edge smart technology tailored to your unique requirements. Allied Universal® provides exceptional security solutions that give you the freedom to create, produce, and innovate with your core business.

Our world-class customer service and track record of success start with our local leadership, equipped with the know-how to serve you with service-oriented professionalism supported by the most advanced systems and integrated technology in the industry. As your trusted security partner, Allied Universal® stands ready to secure and care for the people and businesses in our communities. Montebello Bus Lines can come to us with any safety and security need including:

General Description of Services

SECURITY PROFESSIONALS

- Armed, Unarmed & Cleared Security Professionals
- Patrol & Response
- Visitor Management/Concierge
- Canine Security Services
- Off-Duty Police Officers
- Vertical Market Expertise

RISK ADVISORY & CONSULTING

- Security Risk Management Consulting
- Threat & Violence Risk Management
- Off-Duty Officers (ODOs)
- Executive Protection
- Security Risk Investigations
- Asset Protection & Disaster/Emergency Response
- Corporate Security as a Service (CSaaS)
- Fire & Life Safety Services
- Security Operations Center (SOC)
- Specialized Services

TECHNOLOGY SOLUTIONS

- Access Control
- Video Surveillance
- Autonomous Robots & Drones
- Monitoring & Response Center (MaRC)
- Fire & Intrusion Alarm Monitoring
- GSOC Services
- Hosted & Managed Access Control

PROFESIONAL SERVICES

- Events
- Janitorial
- Insurance Industry
- Landscaping
- Staffing
- Cash Processing Solutions

SECURITY & SAFETY TRAINING

- Fire Life Safety Training
- Floor Warden/Fire Drill Assistance
- Emergency Preparedness
- Specialized Industry Training

Full Suite of Innovative, Industry Leading Services

UNMATCHED SERVICE, SYSTEMS, AND SOLUTIONS

We partner with you, leveraging our highly trained Security Professionals, supported by industry-leading technology and systems to provide comprehensive, customized security solutions that not only help protect against threats but will enable Montebello Bus Lines to make better, more informed decisions about your security operations.

Form of Organization: Universal Protection Service LP is a Limited Partnership, DBA Allied Universal Security Services.

Allied Universal® Office Locations

Allied Universal® provides services in Canada, Mexico, and the United States, with over 400 North American offices that provide our full array of services. A complete list of office locations may be found online at aus.com/offices.

Number of U.S Employees: 281,917

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.

Pending Litigation: Allied Universal® is not involved in any arbitration and/or legal proceeding that we expect to have a material adverse effect on our business, financial condition, or results of operations. Like any security provider, Allied Universal® is subject to routine litigation in the ordinary course of its business, some of which involve claims resulting from the conduct of its security operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims.

Bankruptcy: Allied Universal® Security Services is not currently, and has never been, involved as a debtor in any bankruptcy or insolvency proceedings.

Office Closures: No offices at Allied Universal are scheduled to close.

Impending Merger: Allied Universal is not involved in any impending merger that would have any effect on its ability to service Montebello Bus Lines.

Financial Information: The Company measures its operating performance using Adjusted EBITDA, which is defined as net income (loss) before interest expense, net, income tax (benefit) expense, and depreciation and amortization (EBITDA), as further adjusted to exclude certain non-cash items and certain cash expenses management considers non-recurring, unusual or otherwise not indicative of our ongoing operating performance and to reflect the full expected effect of cost reduction and profit-enhancing initiatives, acquisitions, disposals, and related cost and revenue synergies. Adjusted EBITDA for the year ended December 31, 2020, was $938.3 million.

On December 31, 2020, Allied Universal had $300.0 million and $607.1 million available for borrowing under its revolving credit facility and ABL credit facility, respectively. The Company's total liquidity on December 31, 2020, was $1,878.0 million, which included unrestricted operating cash of $970.9 million.

Current financial statements can be provided upon request.

Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.

As the largest provider of contract security services to government agencies in the Los Angeles area, as well as the Country, Montebello Bus Lines can be assured that its security provider has the best experience available to provide service for the task at hand. Unlike our competitors, Allied Universal® has a dedicated government services team that provides our operations personnel and government clients a resource to ensure contract compliance and delivery of best practices.

Locally, Allied Universal Provides …

- **The City of Montebello with security services for the Metrolink site**
- **Local Transit Agencies Serviced:** Metrolink, Long Beach Transit, Omnitrans, Riverside County Transit Commission (RCTC), Riverside Transit Agency (RTA), Metrolink station in the City of Montebello, and Union Station in Downtown Los Angeles.
- **Large Government Facility Contracts Serviced:** County of Los Angeles contracts including the LA County Sheriff, the Los Angeles County Department of Health Services, the Los Angeles County Department of Social Services, and the Los Angeles County Department of Public Works. The City of Los Angeles, The City of Inglewood, The City of Beverly Hills, Hollywood Burbank Airport, and many others.

Company-wide, Allied Universal® Provides more than…

- **35,600,000 annual man-hours** of armed and unarmed security services to Federal, state, and local government facilities nationwide

- **20,000 specially trained Government Services contract security professionals**
- 850 Federal, state, and local clients
- **4,800** government client sites
- **45 Transit Agencies nationwide, 2,900 Transit Security Professionals**

CLIENT	DESCRIPTION OF SCOPE
Santa Clara Valley Transportation Authority Octavio Garcia Manager of Security Programs octavio.garcia@vta.org 3331 North First Street San Jose, CA 95134	Responsible for employee/contractor and passenger assistance and security, property and revenue protection, lost & found fixed asset inventory, site security and facility access control, crowd control for special events, undercover and special operations, and other services as required by VTA. Armed & unarmed guards maintain a high level of visibility, act as a deterrent to crime and increase the patron's feeling of safety and security. Security includes a CCTV Program. Client since 2009
San Francisco Municipal Transportation Agency Kimberly Burrus Chief Security Officer Kimberly.Burrus@SFMTA.com 1 South Van Ness Avenue 8th Floor, San Francisco, CA 94103	Provide uniformed transit security services at various Transit Centers and Parks throughout the City of San Francisco. We provide fixed post monitoring on station platforms and at SFMTA's SOC. Duties include foot patrols, fare enforcement, security monitoring center staffing, and customer service. Client since 2018
TriMet - Portland Pat Williams Director of Security & Emergency Management williamp@trimet.org 4012 SE 17th Avenue Portland, OR 97202	Assisting the traveling public and being visible throughout the transit system. Security personnel enforce transit conduct, enforce parking regulations and render assistance to the public and serve as first responders during all-hazard emergencies. Client since 2012
RCTC (Riverside County Transportation Commission) George Salas Facilities Manager gsalas@bed-riv.org 4080 Lemon Street Riverside, CA 92501	24/7 station patrol at 10 locations. Access control, CCTV monitoring, platform security. Customer service to transit clients. Client since 2012

Metrolink Tinh Quach Contract Manager quach@scrra.net 2704 N. Garey Ave. Pomona, CA 91767	24/7 train platform, layover yard, headquarter, and repair facility security. Train riding security officers. Access control, CCTV monitoring. Customer service to transit clients. Client since 2016

THE PERSONNEL WHO WILL BE ASSIGNED TO THE MONTEBELLO BUS LINES CONTRACT INCLUDE:

Chris Bailey: Senior Regional Vice President. Has overseen RCTC, RTA, and Metrolink from a senior management perspective. Currently oversees City of Montebello contract.

Steve Nsaif: Branch manager overseeing current Montebello contract. Extensive management experience in government services. Oversees John Wayne Airport, Orange County Sanitation District, Orange County Probation Department, and current City of Montebello contract.

Valentine Rocha: Operations manager who currently oversees the day-to-day operations of the City of Montebello contract.

Overall the Orange County branch personnel overseeing the Montebello Bus Lines contract have extensive experience overseeing complex and large government contracts specifically including but not limited to the current contract with the City of Montebello, the Orange County Sanitation District, John Wayne Airport, and Metrolink. The branch office currently deploys over 3,000 employees, and as a company, Allied Universal staffs over 25,000 personnel in the greater Los Angeles area alone. This deep bench of resources provides the City of Montebello assurance that there will be no lack of resources available for deployment, and that the management staff has extensive experience overseeing large, critical infrastructure-type contracts.

Identify any subcontractors by company name, address, contact person, and telephone number and project function.

Allied Universal does not intend to subcontract any of the work.

Montebello Bus Lines (MBL) reserves the right to request references.

Allied Universal is happy to provide references. Please see Exhibit B for references.

Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

Allied Universal is the largest provider of services to government agencies in the region and country. We pride ourselves on having more resources available for surge staffing events, extra coverage

requests, emergency requests, or any other staffing requirements. No other provider even comes close to having the resources available.

Current projects include several large contracts with the County of Los Angeles (Sheriff, DPSS, DHS, and Public Works); Metrolink, The City of Los Angeles, and many others. Having this additional staff in the field will complement the work required for the City of Montebello, and greatly enhance cross-training, staffing, and availability of emergency staffing if required.

Allied Universal has absolutely no issues staffing this project for the City of Montebello. On the contrary, our large footprint will enhance the safety and security of the people and property we will protect under the contract for the City.

No subcontractors are going to be utilized, so no capacity issues exist accordingly.

FIRM QUALIFICATIONS

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.

Allied Universal has not been terminated for cause or default within the past five years on any government contract.

Allied Universal® Security Services is not currently, nor has ever been, involved as a debtor in any bankruptcy or insolvency proceedings, or placed in any receivership.

B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.

Allied Universal is subject to routine claims, audits, and inspections in the ordinary course of business by a variety of government agencies that enforce federal, state, and local wage, labor, and employment laws. From time to time these investigations may result in findings of minor violations, which are resolved expeditiously with the applicable agency. No such matter has resulted in findings or violations having a material, adverse impact on Allied Universal or its operations; nor, to our best knowledge, information, and belief, is any such matter ongoing or pending.

C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

See the answer above in B

D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.

45
Transit Systems Nationwide

Allied Universal serves more transit clients in the United States than any other contract security company. We understand the unique challenges of working in a transportation environment and successfully combine world-class security and customer service training that not only helps secure your system but also enhances the agency's brand and rider experience. Securing transit systems is different than any other security challenge. As a result, Allied Universal has developed a curriculum based on our experience, FTA, and DHS regulations. We are the only contract security company that fields a specific Transit Security Officer Training curriculum.

125k
Weekly hours securing transit facilities nationwide

2,900
Transit security officers

Our services include system-wide security and fare verification and enforcement, as well as critical infrastructure and revenue protection. Whether working hand in hand with law enforcement agencies or directly managing the transit program ourselves, Allied Universal has the experience and track record of success our clients deserve.

Allied Universal has developed a national transit model with Vice-President of Government Services Charles Bohnenberger, former board member of the Port Authority Transit Corporation (PATCO) High-Speed Line and Governor's Liaison to the Southeastern Pennsylvania Transportation Authority (SEPTA) Board of Directors (Philadelphia), providing executive oversight, leadership, and transit expertise. Additionally, Allied Universal is an active member of the American Public Transportation Association (APTA) serving on its Safety & Security Committees, helping develop industry bring best practices, and deploying them to our clients.

Allied Universal has been securing transit agencies well over the minimum 5-year requirement. In Southern California alone, Allied Universal has been servicing the following agencies:

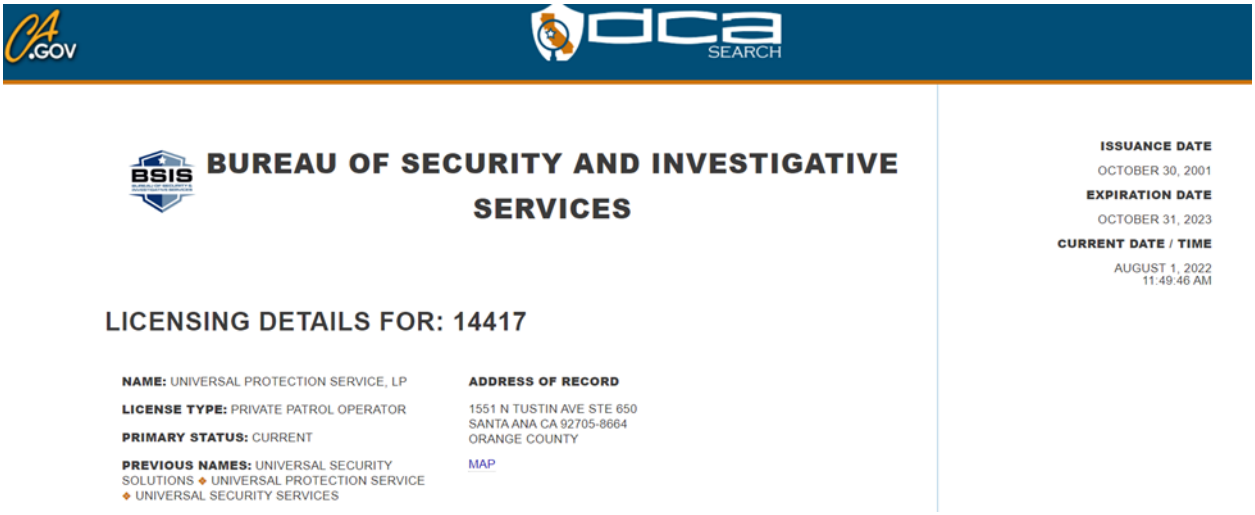
Metrolink: Since 2016

Long Beach Transit: Since 2015

Riverside County Transportation Commission: 2014

E. Licensed to do business in the State of California.

Allied Universal is licensed to do business in the State of California. Our PPO is attached herewith:



CA.GOV dca SEARCH

BSIS **BUREAU OF SECURITY AND INVESTIGATIVE SERVICES**

ISSUANCE DATE
OCTOBER 30, 2001
EXPIRATION DATE
OCTOBER 31, 2023
CURRENT DATE / TIME
AUGUST 1, 2022
11:49:46 AM

LICENSING DETAILS FOR: 14417

NAME: UNIVERSAL PROTECTION SERVICE, LP
LICENSE TYPE: PRIVATE PATROL OPERATOR
PRIMARY STATUS: CURRENT
PREVIOUS NAMES: UNIVERSAL SECURITY SOLUTIONS ◆ UNIVERSAL PROTECTION SERVICE ◆ UNIVERSAL SECURITY SERVICES

ADDRESS OF RECORD
1551 N TUSTIN AVE STE 650
SANTA ANA CA 92705-8664
ORANGE COUNTY
MAP

F. Certifications (if required)

Allied Universal is fully certified to perform security services in the State of California. See PPO attached in question **E.** above.

G. Experience with projects of similar size and scope.

Allied Universal has extensive experience providing services of similar size and scope. Similar contracts include but are not limited to:

Local Transit Agencies: Metrolink, Long Beach Transit, Riverside Transit Agency (RTA), Riverside County Transportation Commission (RCTC), Omnitrans

Local Government Contracts: County of Los Angeles Sheriff, County of Los Angeles Public Works, County of Los Angeles Department of Public Health, County of Los Angeles Department of Social Services, County of Los Angeles Beaches and Harbors, Los Angeles County Sanitation District, Orange County Sanitation District, County of San Bernardino, County of Ventura, County of San Diego, Orange County, City of Inglewood, the City of Los Angeles, City of Riverside, City of Beverly Hills, and many others.

H. Experience with agencies of similar size and scope as MBL.

Allied Universal® has proven experience and is dedicated to implementing the Scope of Service for Montebello Bus Lines. In addition, we have at our disposal a wealth of knowledge and experience from other regional transit districts that we support.

Award-winning and Dedicated Government Services Transit Division

Allied Universal® is a trusted partner to many governments and transit agencies across the country. Our Government Services Division, consisting of former government officials and security and transit industry experts, has the experience to deliver a high degree of regulatory compliance and reporting transparency while delivering a comprehensive and effective security program. We have field proven 49 CFR Part 655 compliant Drug-Free Workplace Programs, Workplace Safety Programs, and verifiable training provided by in-house, certified trainers.

Transit Agency Experience

Allied Universal serves more transit clients in the United States than any other contract security company. We are proud to count systems like Metrolink, Long Beach Transit, Riverside County Transportation Commission, Riverside Transit Agency, Phoenix Valley Metro, Denver Transit RTD, Trinity Metro, Cap Metro in Austin, NY MTA, Miami Transit, DC Metro, San Mateo Transit, San Francisco MTA, and many more. We understand the unique challenges of working in a transportation environment and successfully combine world-class security and customer service training that not only helps secure your system but also enhances the agency's brand and rider experience.

We are also active in the Transit Industry and have been a member of the American Public Transportation Association for more than a decade, holding seats and leadership positions in their Security Committee, helping develop best practices and standards for the industry.

Our services include system-wide security and fare verification and enforcement, as well as critical infrastructure and revenue protection. Whether working hand in hand with law enforcement agencies or directly managing the transit program ourselves, Allied Universal® has the experience and track record of success Montebello Bus Lines deserves.

I. Financial capacity.

Allied Universal® is the world's leading security firm and is the third largest private employer in North America and the seventh largest in the world. There is no other security company that can offer the financial assets, industry expertise, and staying power to effectively transition, manage and grow security programs of virtually any size and complexity. Our financial stability is underpinned by continued organic revenue growth ranging from 3% to 7% over the past ten years. Our acquisition strategy has delivered a highly diversified company both geographically as well as the customers we serve. Our top five clients account for less than 5% of revenue and our customer base is evenly distributed with the largest being Major Corporates & Industrials comprising only 20% followed by Government at 13% and Financial Institutions at 9%. The security services industry has proven to be relatively recession-resistant and is projected to continue to have global growth annually in the 3-5% range.

As a privately held corporation owned by Warburg Pincus, a U.S. private investment fund, Caisse de dépôt et placement du Québec, a Canadian pension fund manager, Partners Group, a Swiss private investment fund, and other private investors, Allied Universal® is not required to file financial information publicly. We provide confidential quarterly financial statements for our investors and

institutional lenders to meet the organization's financial control policies. Based on our current level of operations, the management team believes that our existing cash, cash equivalent balances, and the cash we expect to generate from operating activities, together with available borrowings under our credit facility, will be adequate to meet our anticipated requirements for working capital, capital expenditures, commitments, and debt service for the foreseeable future.

The Company measures its operating performance using Adjusted EBITDA, which is defined as net income (loss) before interest expense, net, income tax (benefit) expense, and depreciation and amortization (EBITDA), as further adjusted to exclude certain non-cash items and certain cash expenses management considers non-recurring, unusual or otherwise not indicative of our ongoing operating performance and to reflect the full expected effect of cost reduction and profit-enhancing initiatives, acquisitions, disposals, and related cost and revenue synergies. Adjusted EBITDA for the year ended December 31, 2020, was $938.3 million.

On December 31, 2020, Allied Universal had $300.0 million and $607.1 million available for borrowing under its revolving credit facility and ABL credit facility, respectively. The Company's total liquidity on December 31, 2020, was $1,878.0 million, which included unrestricted operating cash of $970.9 million.

Current financial statements can be provided upon request.

ALLIEDUNIVERSAL®

ATTACHMENTS/EXHIBITS/EXCEPTIONS

REQUEST FOR PROPOSAL (RFP) No. 22-7

Presented to:
Rohan Anderson
Senior Procurement Analyst

Presented by:
Tad Garabedian
Government Specialist

8/11/2022

EXHIBIT A: INDEMNIFICATION, HOLD HARMLESS AGREEMENT, WAIVER OF SUBROGATION AND CONTRIBUTION

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 22-7, Unarmed Transit Security Guard Services

Indemnitor(s): Allied Universal Security Services

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 22-7, Unarmed Transit Security Guard Services (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: Tad Garabedian *(Print)*	Name: Steve Claton *(Print)*
By: *(Signature)*	By: *(Signature)*
Title: Government Specialist	Title: President Southwest Region
Date: August 1, 2022	Date: August 1, 2022

EXHIBIT B: REFERENCES

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

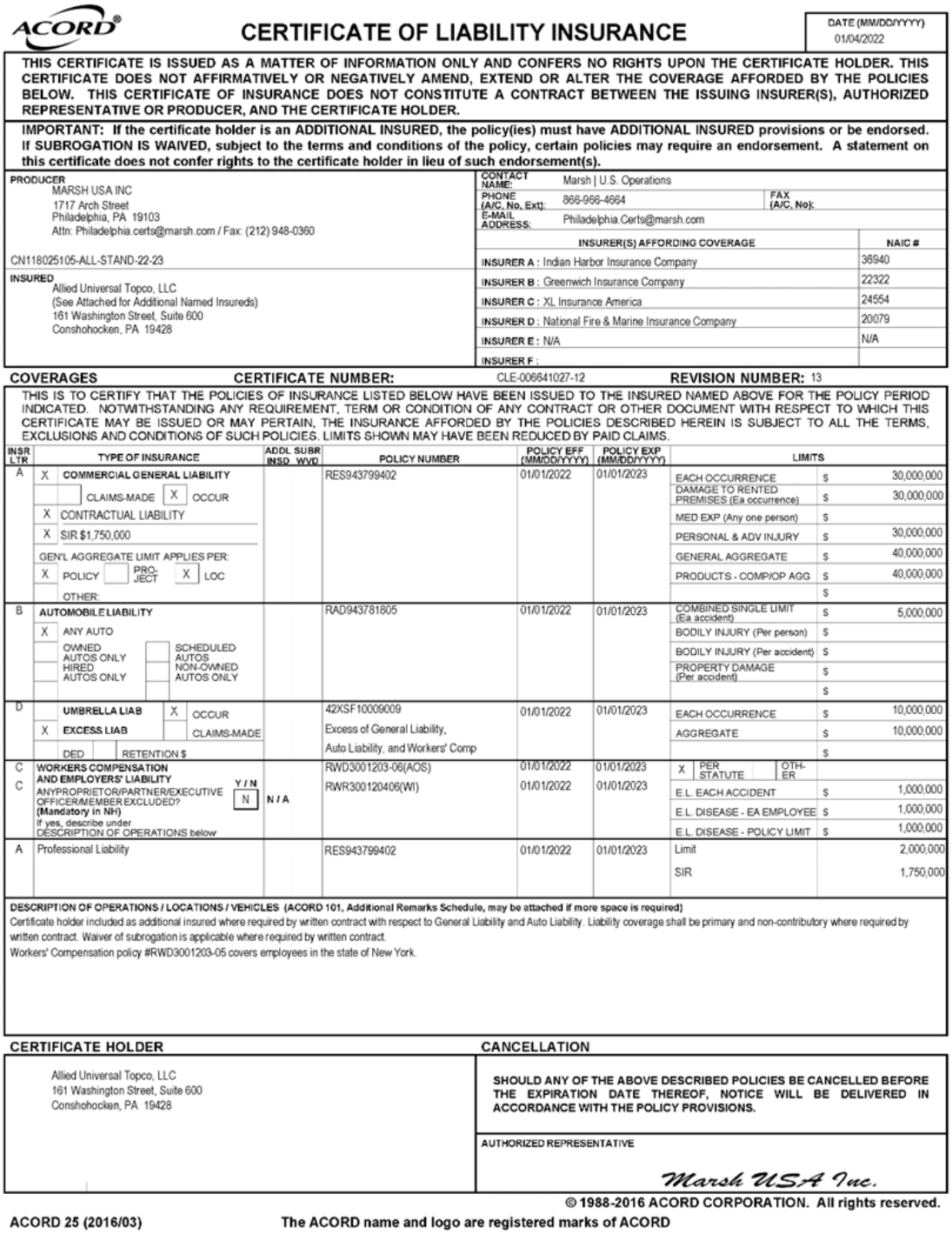
1	**Project City/Agency/Other:**	Riverside County Transportation Commission	
	Person of Contact:	George Salas	
	Phone Number:	951-453-5037	
	E-mail Address:	gsalas@bec-riv.org	
	Address:	4080 Lemon Street	
	City, State, Zip Code:	Riverside, CA 92501	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ 2.25M/year
		Award Date:	Been providing for over 10 years
		Term of Contract:	5 years
		Description of Work:	Security for transit agency.

2	**Project City/Agency/Other:**	Metrolink	
	Person of Contact:	Tinh Quach	
	Phone Number:	213-494-8386	
	E-mail Address:	QuachT@scrra.net	
	Address:	2704 N. Gary Ave.	
	City, State, Zip Code:	Pomona, CA 91767	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $4.8M/year
		Award Date:	May 2016 initially, 2020 new
		Term of Contract:	5 years
		Description of Work:	Security of transit agency

3	**Project City/Agency/Other:**	Orange County Sanitation District	
	Person of Contact:	Derek Harp	
	Phone Number:	714-593-7192	
	E-mail Address:	dharp@ocsd.com	
	Address:	10844 Ellis Ave.	
	City, State, Zip Code:	Fountain Valley, CA 92708	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $1.7M/year
		Award Date:	2019
		Term of Contract:	3 years
		Description of Work:	Security for critical infrastructure

EXHIBIT C: INSURANCE

Allied Universal's insurance requirements outlined in the contract documents can be obtained and will be carried out without reservation or exclusion should Allied Universal be awarded a contract pursuant to this RFP. A sample COI is attached below:



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-22-23	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** Philadelphia.Certs@marsh.com
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indian Harbor Insurance Company — 36940 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** National Fire & Marine Insurance Company — 20079 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006641027-12 **REVISION NUMBER:** 13

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 X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / X LOC OTHER:			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 30,000,000 $ 30,000,000 $ $ 30,000,000 $ 40,000,000 $ 40,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
D	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			42XSF10009009 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001203-06(AOS) RWR300120406(WI)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit SIR	2,000,000 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.
Workers' Compensation policy #RWD3001203-05 covers employees in the state of New York.

CERTIFICATE HOLDER	CANCELLATION
Allied Universal Topco, LLC 161 Washington Street, Suite 600 Conshohocken, PA 19428	**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 Marsh USA Inc.

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EXHIBIT D: COST PROPOSAL SHEET

City of Montebello

Rate Card and Total Spend - Year 1

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$19.00	$28.12	$42.18	$245,656.32
Standard Officers	Metrolink, CA	168	$19.00	$28.12	$42.18	$245,656.32
Transit Officers	On Bus Lines, CA	336	$20.00	$29.60	$44.40	$517,171.20
Mobile Transit Security Supervisor	Mobile, CA	168	$23.00	$34.04	$51.06	$297,373.44
Sub-Total		840				$1,305,857.28

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$14,544.00
Sub-Total	$50,484.00

Grand Total	$1,356,341.28

City of Montebello

Rate Card and Total Spend - Year 2

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$20.00	$29.60	$44.40	$258,585.60
Standard Officers	Metrolink, CA	168	$20.00	$29.60	$44.40	$258,585.60
Transit Officers	On Bus Lines, CA	336	$21.00	$31.08	$46.62	$543,029.76
Mobile Transit Security Supervisor	Mobile, CA	168	$24.00	$35.52	$53.28	$310,302.72
Sub-Total		840				$1,370,503.68

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$15,416.64
Sub-Total	$51,356.64

Grand Total	$1,421,860.32

City of Montebello

Rate Card and Total Spend - Year 3

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$21.00	$31.08	$46.62	$271,514.88
Standard Officers	Metrolink, CA	168	$21.00	$31.08	$46.62	$271,514.88
Transit Officers	On Bus Lines, CA	336	$22.00	$32.56	$48.84	$568,888.32
Mobile Transit Security Supervisor	Mobile, CA	168	$25.00	$37.00	$55.50	$323,232.00
Sub-Total		840				$1,435,150.08

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$16,341.64
Sub-Total	$52,281.64

Grand Total	$1,487,431.72

Contact Information:

Name & Job Title:	Tad Garabedian Steve Claton
Business Name:	Allied Universal Security Services
Address:	765 The City Drive, Ste. 150
City, State, Zip Code:	Orange, CA 92868
Phone Number:	213-800-2996 (Tad) (714) 360-5077 (Steve)
E-mail Address:	tad.garabedian@aus.com Steve.claton@aus.com
Authorized Signature:	**Date:** August 1, 2022

The suggested deployment based on the proposed costs herein are as follows:

Montebello Bus Lines HQ: 1 officer on duty 24/7/365.

Metrolink Station: 1 officer on duty 24/7/365.

Bus Riding Specially Trained Transit Security Officers: Our proposal is based on the deployment of three (3) two (2) man teams being deployed each day. Schedule each day would be as follows:

Team 1 (two officers):	4:30am – 12:30pm	7 days/week
Team 2 (two officers):	9:30am – 5:30pm	7 days/week
Team 3 (two officers):	2:15pm – 10:15pm	7 days/week

Dedicated Mobile Supervisors: Dedicated mobile supervision will be provided 24/7/365. The mobile supervisor will be provided a company vehicle and will be responsible for providing 2 inspections per post per shift. The mobile supervisors will be available at all hours to assist static posts (HQ and Metrolink sites) as well as transit security officers with any issues encountered while riding bus lines.

HELIAUS: All posts will be equipped with our proprietary HELIAUS guard tour system.

The proposed plan took into consideration the overall spending for the City of Montebello. Allied Universal is proposing this plan as a basis for deployment discussion with the City. We welcome and encourage an open dialogue with the City to discuss increases or decreases in the proposed services.

EXHIBIT E: STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Allied Universal Security Services is not a DBE and is not participating as such

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* ___X___ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ N/A

% of Total Contract N/A

Signature: _____ Date: August 1, 2022

EXHIBIT F: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

Unarmed Transit Security Guard Services RFP No. 22-7

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name N/A	*Phone*	☐ < $1 million	N/A	☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Allied Universal Security Services is not planning on subcontracting any of the work under this contract and will be performing the services with our staff.

EXHIBIT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Universal Protection Service, LP d/b/a Allied Universal Security Services certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT **Universal Protection Service, LP d/b/a Allied Universal Security Services** CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Steve Claton, President Southwest Region of Universal Protection GP, Inc., General Partner
Signature and Title of Authorized Official

The undersigned chief legal counsel for **Universal Protection Service, LP d/b/a Allied Universal Security Services** hereby certifies that **Steve Claton, President Southwest Region of Universal Protection GP, Inc., General Partner ,** has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney David I. Buckman, General Counsel

Date: August 8, 2022

EXHIBIT H: PERFORMANCE GUARANTEE CERTIFICATION

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

X Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name:	Allied Universal Security Services	
Authorized Signature:		
Title:	Government Specialist	President Southwest Region
Date:	August 1, 2022	August 1, 2022

Copy of Bid Bond found on following pages

EXHIBIT I: PERFORMANCE BOND

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. **N/A**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Universal Protection Service, LLC dba Allied Universal Security Services**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **City of Montebello** as Obligee, (hereinafter called the "Obligee"), in the sum of **Ten Percent of Amount Bid** Dollars (**$10% of Amount Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **RFP No. 22-7, Unarmed Transit Security Guard Services**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **August** A.D. ,**2022**.

Universal Protection Service, LLC dba
Allied Universal Security Services

(SEAL)
Principal

Witness

By Nancy Peterson, Title EVP/General Counsel North America

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Melissa Lopez, *Witness*

By (SEAL)
Erik Johansson, Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On AUG 0 1 2022, before me, Albert Melendez, Notary Public,

personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James W. JOHNSON, Frances LEFLER, kevin S. BOGART, Scott M. MILNE, Erik JOHANSSON, Melissa LOPEZ, Brittany ACEVES, Christina L. JOHNSON, Christina ROGERS of Tustin, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 04th day of January, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of August, 2022

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

PENNSYLVANIA WITNESSING OR ATTESTING A SIGNATURE

State of Pennsylvania

County of Montgomery

Signed (or attested) before me on August 3rd, 2022 (Date) by Nancy Peterson (Name(s) of Individual(s)).

Commonwealth of Pennsylvania - Notary Seal
Jeanine A. Marino, Notary Public
Montgomery County
My commission expires June 6, 2023
Commission number 1352162
Member, Pennsylvania Association of Notaries

Jeanine A. Marino
Signature of Notarial Officer

Jeanine A. Marino
Printed Name of Notarial Officer

Notary
Title of Office

Place Official Stamp/Notary Seal Above

My Commission Expires: 6/6/2023

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

EXHIBIT J: Irrevocable Standby Letter of Credit Certificate

EXHIBIT J

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the N/A, providing a Performance Bond (Title) of the

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K: BANK DRAFT

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT K

Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to N/A Providing a Bond (Name of Beneficiary) the sum of _____ Dollars ($)

Charge to the Account of _____ (Name of Issuing Bank) Irrevocable Standby Letter of

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXCEPTIONS

We note the requirement in Section 3 “Licensing and Permits” paragraph on page 17 of the RFP for the Contractor to be “bonded.” Is that a reference to a license bond or a fidelity bond? If it is the latter, the dishonest acts of our Allied Universal’s personnel are covered by Commercial Crime Insurance, but we do not bond our employees. We respectfully request that Commercial Crime Insurance be permitted to be substituted for fidelity bonding.

Allied Universal respectfully requests that Section 1 of the template Professional Services Agreement be revised to add the following as new Section 1.F on page 33 of the RFP to permit the Contractor to raise billing rates when and as needed to recoup increases in certain costs that are outside of the Contractor’s control:

- Rate Adjustments - Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the hourly billing rates set forth in **Exhibit “D”** shall be increased by a percentage equal to the percentage increase in Contractor’s costs resulting from the items set forth in this paragraph. Contractor will provide the City notice of such change in the hourly billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to the City as incurred or accrued and the City shall pay Contractor for such costs.”

Allied Universal respectfully requests that Section 2 of the template Professional Services Agreement on page 33 of the RFP be revised to add the following as the last sentence to clarify that extension of the term for any option year is contingent on agreement of the parties as to the hourly bill rates for such option year:

- “Anything to the contrary notwithstanding, extension of the term for either option year is contingent on agreement by the parties as to the hourly billing rates for such option year.”

Allied Universal respectfully requests that Section 8.B of the template Professional Services Agreement on page 35 of the RFP be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 90 days’ prior written notice to the City.

Allied Universal stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. We respectfully request that the provisions cited below be revised as follows to reflect those parameters:

- Section 14 of the template Professional Services Agreement on page 37 of the RFP:
  - On line 6, replace the phrase “arising out of” with the phrase “to the extent caused by.”

    - On lines 7-8, delete the phrase “except only liability arising out of the sole negligence of CITY” in its entirety.
- Exhibit A Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution:
    - On lines 5-6, replace the phrase “resulting from” with the phrase “to the extent caused by.”
    - Delete the following sentences in their entirety:
        - Second sentence beginning with the phrase “This indemnity” on line 10.
        - Sixth sentence beginning with the phrase “Notwithstanding the foregoing” on line 16.

We note the requirement of Professional E&O Liability insurance in the paragraph titled “Professional Errors and Omissions (E&O) Liability” in Section 15 of the template Professional Services Agreement on page 38 of the RFP. Allied Universal carries E&O insurance as part of the Commercial General Liability policy, and not as a standalone policy. We respectfully request that the following be added as the last sentence of the cited paragraph to reflect those parameters:

- “Such coverage may be combined with the Commercial General Liability limits.”

We note that the City requires that the City’s rights as an additional insured extend to the Contractor’s entire tower of insurance. Note Section 15 of the template Professional Services Agreement, the paragraph that immediately follows the paragraph titled “Professional Errors and Omissions (E&O) Liability” on page 38. Allied Universal is a large security provider and maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City’s desire for additional coverage, and therefore we propose a compromise whereby Commercial General Liability limits will be increased to $10 million per occurrence and Auto Liability limits will be increased to $5 million per accident in exchange for deletion of the cited paragraph. Is that compromise acceptable?

Allied Universal routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured “where required by written contract.” Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. We respectfully request that the provisions cited below be revised as follows to reflect those parameters:

- Section 15 of the template Professional Services Agreement, last paragraph on page 38 of the RFP:
    - Insert the following as the first sentence:
        - “The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of

CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance."

- On line 2, replace the word "naming" with the word "including."
- On line 3, insert the phrase "where required by written contract" at the end of the sentence after the phrase "additional insureds."
- Insert the following sentence before the phrase "All of the policies" on line 3:
  - "Coverage may be provided by a blanket endorsement that covers all additional insureds where required by written contract."

- Exhibit C "Insurance"
  - Delete the last sentence of Section F in its entirety.

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4040
WITH ALLIED UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 16, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and ALLIED UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES (the "CONTRACTOR"). The CITY and the 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 unarmed, fixed post and mobile security guard services for the City's transit system; 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated June 23, 2022 ("RFP No. 22-7"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits.
b. CONTRACTOR'S Proposal to RFP No. 22-7 dated August 11, 2022 and "Best and Final Offer" dated October 14, 2022, attached hereto as **Exhibit "B"**.
c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 22-7 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Two Million, Seven Hundred and Nine Thousand, Two Hundred and Thirty-Nine Dollars ($2,709,239)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **November 16, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The 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. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the 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 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the 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. The 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 the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the 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. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. 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 the 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 the 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, the 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 (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the 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 the CONTRACTOR provides the CITY with adequate proof that the 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 the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. 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 or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the 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. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONTRACTOR. If this Agreement remains in place, the CONTRACTOR shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the 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 the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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 the CITY, including but not limited to eligibility to enroll in PERS as an employee of the

CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The 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 14. 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 the 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 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the 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.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the 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 $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. 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.

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

d. 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.

e. 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. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the 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. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The 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 (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the CITY. The 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.

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

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

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

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the 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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the CONTRACTOR under the Agreement.

SECTION 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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 20. 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 21. 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 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Lupita Ibarra, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
libarra@cityofmontebello.com

If to Contractor:
Allied Universal Protection Service, LP dba Allied Universal Security Services
Attn: Steve Claton, President
765 The City Drive, Ste. 150
Orange, CA 92868
(714) 360 - 5077
steve.claton@aus.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the 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. The 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 24. CONFLICT OF INTEREST.

The 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 the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the 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.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the 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.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**ALLIED UNIVERSAL PROTECTION SERVICE, LP dba ALLIED UNIVERSAL SECURITY SERVICES**
René Bobadilla, City Manager	Steve Claton, President
Date: _____	Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-7
- Exhibit B – Contractor's Scope Of Services

Exhibit “A”

RFP NO. 22-7

City of Montebello

REQUEST FOR PROPOSAL (RFP) No. 22-7

Montebello BUS LINES

Unarmed Transit Security Guard Services

June 23, 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

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

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Exhibit J – Irrevocable Standby Letter Of Credit Certificate
Exhibit K – Bank Draft

Introduction/ Background

The City of Montebello ("City"), Montebello Bus Lines ("MBL"), is soliciting competitive proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system. MBL's top priority is to provide safe and secure public transportation services to City residents and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 4.5 million passengers annually throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL's transit system consists of 35-40ft buses (including three electric buses); thirty-eight hybrid and twenty-eight Compress Natural Gas (CNG) buses, one 25ft cutaway shuttle, nearly 1,000 bus stops, and 2 transit hubs. The agency provides service to eight fixed routes, the longest of which is 27.2 miles. On any given week the buses are on the road for an average of 810 hours, providing connections to neighboring transit agencies such as METRO, Norwalk Transit, Foothill Transit, and Metrolink.

The awarded contractor ("Contractor") will work with MBL, the Montebello Police Department ("MPD"), and jurisdictional partners to provide a safe and secure environment for our passengers and bus operators, generate positive customer engagement, and address nuisance behaviors within MBL's transit system. The Contractor will deploy unarmed transit security guards wearing noticeable uniforms, to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL's eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL's main transportation facility. In additon, the Contractor will be required to comply with Equal Employment Opportunity laws and all applicable federal, state and local laws, and requirements. The City hereby notifies all Contractors/Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises ("DBE") are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funding provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

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

DATE: June 23rd, 2022

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-7

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

UNARMED TRANSIT SECURITY GUARD SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), invite proposals from fully qualified and experienced security contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system.

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

A Pre-Proposal Meeting will be held on **Thursday, July 7, 2022**. The meeting will convene at **10:00 AM** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting. Proposers must abide by all Federal, State, local, and City coronavirus (COVID-19) protective measures (e.g., face coverings) at all times while onsite.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Rohan Anderson
Title: Senior Procurement Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@cityofmontebello.com

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

Proposals must be received by **Thursday, August 11, 2022, 3:00** PM Pacific Standard Time and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

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

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer

affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

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

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

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

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

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

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

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	**Scheduled Date**	
Issuance of RFP	Thursday	June 23th, 2022
Pre-Proposal Meeting	Thursday	July 7th, 2022
Deadline to Submit Questions	Thursday	July 14th, 2022, at 3:00 PM PST
Responses to Questions Provided	Tuesday	July 26th, 2022
Deadline to Submit Proposals	Thursday	August 11th, 2022, at 3:00 PM PST
Presentations & Intent to Award	Week of August 22nd, 2022	

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 44	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension….	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html) up to the hour of **3:00 p.m. on Thursday, August 11, 2022.**

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

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

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

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

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

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

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

EXAMINATION OF PROPOSAL DOCUMENTS

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

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

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

CLARIFICATIONS

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

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 14th, 2022**. No questions will be answered individually by the City or Transportation Departments.

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

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

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

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

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

WITHDRAWAL OF PROPOSALS

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

REFERENCES

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

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

PROPOSAL SIGNATURES

If an individual makes the proposal it shall be signed and the full name and address of the Proposer shall be given.

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

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

PRE-CONTRACTUAL EXPENSES

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

· Preparing the proposal in response to this request.

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

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

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

STATE CREDENTIALS AND TAXES

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

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

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

CONFIDENTIALITY AND PUBLIC RECORD

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

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub Contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint

venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

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

SINGLE PROPOSAL RESPONSE

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

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

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

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

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

INCORPORATION OF PROPOSAL INTO AGREEMENT

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

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful contractor (the "Contractor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Contractor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640**.

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Monthly
Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a Contract modification.

Contract Termination: MBL may terminate any resulting Contract for convenience at any time by giving the Contractor written notice thereof. Upon termination, MBL shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Contractor a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Contractor breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The Contractor shall be liable for any and all costs incurred by MBL as a result of such default.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Contractor provide complete services

of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Contractor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

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

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

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

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

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

Point of Contact

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

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

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

EVALUATION OF PROPOSALS

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

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

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

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

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

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

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline

or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

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

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

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

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal. (P/F)
- Proposer has demonstrated at least five (5) years of transit security service experience. (P/F)
- Proposer has demonstrated previous experience working for or with public agencies, transit entities, or corporations on security project. (P/F)

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

EVALUATION CRITERIA

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

Qualitative Considerations

The Proposer's qualitative proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Security Services.	10 points
3	**Qualifications and Experience** Demonstrate experience completing security services projects of the same or similar magnitude. Presentation of a catalog of transit security experience and expertise most advantageous to the City.	15 points

4	**Technical Approach** Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	**75 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's Price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	**25 points**

All other Price proposals will be scored as follows:

Proposer Price Score = Best Price proposal x 25 (Total Points Available for Price Evaluation).

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Contractor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services including, but not limited to, a California Private Patrol Operator's License issued by the Department of Consumer Affairs.

The Contractor and its employee shall possess all licenses, registrations and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. The contractor is responsible for ensuring that any Security Guard working at an MBL site is properly licensed under California law.

Contractor's security guards shall be registered and have a valid guard registered card in their possession while on duty. Guard registration guard shall be presented to MBL upon request. If a guard is unable to present his/her guard registration card upon demand, he/she shall be relieved from duty and the contractor shall provide a security guard who has appropriate credentials in his/her possession.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Contractor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, the Contractor will provide a credit letter in the amount specified to be applied to a subsequent invoice. Each such credit letter will include information concerning the date, time and nature

of the violation(s), the amount assessed for each and the total amount credited. Failure to comply with any aspect of the Scope of Work may result in a credit to MBL of $250 per violation.

BOND REQUIREMENTS

Bid Guarantee

The Contractors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the first year bid price.

In submitting this bid, it is understood and agreed by the Contractor that the City reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Contractor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Contractor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the PlanetBids.com Portal.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Agreement first year value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement.

The successful Contractor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Contractor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Contractor. The Contractor shall also provide a statement from the banking

institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the City and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

The City, through MBL, is soliciting competitive proposals from fully qualified and experienced security Contractors, licensed in the State of California, to provide unarmed, fixed post and mobile security guard services for the City's transit system. The purpose of these services is to patrol the system and engage with passengers; and provide a visible and accessible security presence for MBL's eight (8) fixed-routes, the Montebello/Commerce Metrolink Station, and MBL's main transportation facility. With oversight and support provided by MBL and the Montebello Police Department ("MPD"), the Contractor shall deploy security officers to perform the services, outlined in the Scope of Work, for a three-year term with the option for renewal of up to two (2) additional one-year (1-year) terms.

The selected Contractor shall furnish all insurance, licenses, permits, supervision, equipment, uniforms, transportation, labor, benefit and taxes throughout the term of the agreement. The Contractor will adhere to all applicable State of California, Los Angeles County, and City rules and regulations. In addition, the City will suggest and provide policy direction that ensures all passengers arrive at their destination safely. The security Contractor will assist in the creation and implementation of safe practices.

Project Overview

As MBL strives to increase its security profile, staff recommended that the City adopt a hybrid security deployment strategy that utilizes contracted security with oversight and support from the MPD. The security Contractor will be properly trained, supervised, and have a performance metrics that will allow both MBL and MPD to manage their activities. This approach will expand MBL's security presence and create an environment that gives passengers and bus operators a peace of mind as they ride within our transit system. MBL has adopted a hybrid security deployment strategy.

The contracted security must be able to assess a situation quickly and take appropriate action, without hesitation, within their scope of authority. They must be capable of de-escalating most any situation and help to resolve conflicts that arise between customers, as well as between customers and Bus Operators. They must be able to work cooperatively and effectively with their assigned partners, MBL Dispatch and Field Supervisors, MPD Transit Liaison Police Officers and other law enforcement personnel within the jurisdiction the buses are being operated.

During operation and non-business hours, the contracted security personnel must remain vigilant and attentive, assist in monitoring CCTV systems, and providing foot patrols on their assigned bus route or post in order to control access, prevent or detect crime and respond to incidents as appropriate. Contractor employees assigned to MBL must be of the highest professional quality, well-trained and experienced in all relevant security, first aid and terrorism awareness concepts and able to provide excellent, attentive compassionate and unbiased customer and security service at all times.

Contractor Responsibilities

The Contractor will provide all services, locations, hours and staffing described herein, subject to prior MBL approval. Contractor agrees that the schedules set forth in a staffing plan may be changed at any time, without any penalty to MBL, provided MBL provides at least seven (7) business days' notice of the change.

Contractor will provide and manage Security Officers and Security Supervisors for all shifts in accordance with this Scope of Work and the Post Orders.

Contractor will assign mobile Security Supervisors to conduct frequent Post Inspections each week, two (2) per night at each post (Transit main facility, Metrolink station, transit centers and of the on-duty Transit Security Liaison Officer teams) all during hours of darkness and at random times. The Supervisor will conduct these inspections and document and report them in the manner MBL approves. The Supervisor will observe and document relevant aspects of the security officer's appearance, status and performance as MBL specifies and correct any deficiencies observed.

All contracted security personnel will receive training in and are required to know, understand and adhere to relevant MBL written policies and procedures such as those prohibiting workplace violence and sexual or other forms of harassment.

Transit Security Manager

The Transit Security Manager (TSM) primary functions are:

- Act on behalf of the Contractor on all matters related to the Agreement.
- Report to and coordinate with City Representative(s) on a monthly basis.
- Maintain an effective quality control and complaint resolution system.
- Respond to Contract discrepancy reports on an as-needed basis.
- Establish operational procedures in consultation with City Representative(s).
- Develop post orders as needed in conjunction with City policy.
- Meet with City designated City representative on a regular basis.
- Ensure compliance with contractual staffing, training, and equipment requirements.

The position is the primary "Point of Contact" for the contracted security. The assigned will report to Transportation Operation Manager or designee. TSM must be knowledgeable about and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular reviews and inspections.

Security Supervisor Responsibilities

Security Supervisor Personnel

Location: Transit System

The Transit Security Supervisor's (TSS) primary functions are:

- Respond to on-site incidents involving subordinates or respond to requests from the City Representative(s) within one (1) hour following an occurrence/ request.
- Conduct on-site supervision, inspection, and guidance to on-duty security officers.
- Assure proper assignment and relief coverage. Notify the City Representative(s) of uncovered posts immediately and be prepared to step in.
- Review, correct, and approve subordinates' logs and reports.
- Maintain knowledge of City operational areas, facilities, and property as well as adjoining areas. Apply security expertise to issues that arise and propose best-practices and solutions to TSM, MBL Operation Manager, MPD Transit Liaison Police Officer, City Representatives, and on-site security officers.
- Support TSM's efforts to deliver high quality security services.
- Ensure subordinates' compliance to all terms of the Contract, post orders, and City policy, rules, and regulations.
- Provide detailed written results of investigations at the request of the City Representative.

The Transit Security Supervisors are working supervisors. They perform the same duties as the security officers they supervise, in addition to supervising and coordinating the activities of their respective teams, providing training, reviewing and approving all reports, logs and other documents their team members produce, consulting regularly with MBL Security Management and attending monthly supervisor meetings with the TSM.

Security Officers (Transit Security Liaisons) Responsibilities

Facility Security Personnel

Location: 400 South Taylor Ave, Montebello, CA 90640

The Security Officers' primary functions are:

- Excellent customer service
- Access control
- Foot patrol of assigned property(s)
- Accurate documentation of bus ingress and egress
- Boarding and inspecting buses entering the properties from regular service
- Producing accurate and legible reports, logs and other documents
- All in full accordance with the Scope of Work and Post Orders

The Transit Security Liaisons (TSL) must remain professional, courteous and attentive at all times, be able to observe and accurately assess activities within and around their assigned properties and provide accurate and timely reporting when and as appropriate.

Metrolink Station and Tiny Homes Security Personnel

Location: 2000 Flotilla Street, Montebello, CA 90640

The Security Officers' primary functions are:

- Provide trained and qualified unarmed security personnel to secure and protect the Metrolink Station, and the Tiny Homes site against fire, theft, accidents, safety hazards, damages, and trespass.
- Ensure the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.
- Open/Close security gate to park-and-ride lot as needed.
- Patrol the Metrolink Station, the external perimeter of the Tiny Homes site, and the surrounding vicinity on a continuous basis.
- Observe any criminal activity, fire, the threat to property or person, unusual activity or hazardous conditions at the Metrolink Station and the Tiny Homes site; and promptly report and take appropriate action. Immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.
- Maintain a professional and personable demeanor at all times while on duty – including, but not limited to, demonstrating discipline, integrity, accountability, and excellent appearance.
- Periodically inspect all exits and respond to alarms indicating unauthorized use.
- Require Security Contractor personnel to enforce City and security Contractor security policies, procedures and orders.
- For information not known to the security personnel, the expectation is that they will document questions from Metrolink Station patrons, and Tiny Homes participants and staff to ensure that information is received by City staff for appropriate follow-up.
- Other assignments that may arise, on an as needed basis, and agreed upon by both parties in writing.

The TSL will be deployed 24/7 to increase the security presence at the Metrolink Station while monitoring the Tiny Homes external perimeter. This will strengthen the safety and security of the Metrolink Station patrons, the Tiny Homes participants and staff, and surrounding neighbors.

Transit System Security Personnel

Location: MBL Fixed-Route Transit System

The Security Officers' primary functions are:

- TSLs are specialized security officers with a strong emphasis on safety who patrol the MBL system by riding buses, inspecting bus stops and zones for security concerns and providing foot patrols, all in full accordance with the Scope of Work and Post Orders.
- TSLs function as contracted security officers first and second customer service personnel. Their primary responsibilities are to ensure the safety of all internal and external stakeholders, assist in

developing security strategies for transportation operations, and utilize technology and equipment to implement security measures. Typically TSLs spend a majority of their shift patrolling and addressing security-related challenges that interfere with transit operations.

- TSLs are highly-trained security officers with safeguard professional appearance and demeanor which helps to deter/prevent most Customer Code of Conduct-related challenges. However, they provide excellent customer service by welcoming customers to the system and educating customers and potential customers about the Customer Code of Conduct.
- TSLs will not issue citations or other written warnings, and may never have to make a citizen's arrest. They use excellent customer service, conflict resolution and de-escalation techniques to resolve disputes in an amicable manner that supports the Bus Operators, MBL Field Supervisors, contracted policing team and other public safety personnel and which encourages a welcoming and secure atmosphere for MBL's customers, potential customers and employees. This requires familiarity and experience working with the diverse community MBL serves, including seniors, students, persons with disabilities (physical and intellectual) and non-English speakers (half of MBL customers primarily speak Spanish).

Initial Contract Deliverables

Upon receipt of a Notice to Proceed, the Contractor will:

Where applicable, commit to working cooperatively with the incumbent Contractor and MPD to ensure a smooth, seamless and uninterrupted transition of MBL's security activities.

Post Orders

- Deliver first draft Post Orders, specific to each site and function, to Transportation Operation Manager or designee within three (3) business days
- Deliver final draft Post Orders to MBL's Director of Transportation or designee within three (3) days of request for revision
- Deliver approved Post Orders to supervisors for each site and train to them. The supervisors are then responsible for training their teams and ensuring all assigned team members follow and periodically review the Post Orders, signing off on their review once per MBL fiscal quarter or whenever MBL or Contractor amends them

Final MBL-approved Post Orders are incorporated by reference and will become part of the Contract. Post Order information will include, but is not limited to:

- General safety and operational procedures
- Emergency procedures (including contact lists)
- Incorporate findings and recommendations from MBL's recent security study: Threat and Vulnerability Assessment Report, Security Program Plan, and Security Program Implementation Table
- Daily activity and incident report procedures and forms
- Patrol procedures
- Equipment operation
- Communications procedures
- Dress and grooming standards

- Training procedures and requirements
- Photographs, maps and diagrams of each facility
- MBL policies including those describing Active Shooter response and prohibiting
- Workplace Violence and Various Forms of Harassment

Patrol Plans

Deliver a proposed Patrol Plan for all sites within three (3) business days that includes, but is not limited to:

- The use of an approved electronic patrol management system (EPMS)
- The approved EPMS will use smartphone/tablet technology to track and document security officer and supervisor movements, activities and observations throughout their shifts
- Patrol methodologies
- Patrol documentation and reporting
- Paper report form templates for use in the event of EPMS failure

Proposed Uniform Designs and Equipment

- Deliver images and descriptions of proposed uniforms and equipment within three (3) business days
- TSL uniforms should be consistent regardless of assignment; the officers should be interchangeable in the event there is dire operation need on one post verses another.
- TSL uniforms should include Contractor and MBL logos, at minimum:
    - Baseball cap (with MBL and Contractor logo), Heavy jacket (embroidered shoulder patches and badge), Windbreaker (embroidered shoulder patches and badge), Rain gear, Approved traffic control vest, Long and short sleeved shirts (No polos, embroidered shoulder patches and badge), Trousers (511-type for TSLs), Black socks, Black leather shoes or boots (no sneakers).

TSL equipment should include, at minimum:

    - Flashlight and batteries or charger (high power, LED-type), Black handcuffs, Black pepper Spray, Black leather basket weave flashlight holder, Black leather basket weave dress belt, Black leather basket weave Sam Browne belt with silver buckle, At least four black leather basket weave belt keepers (snap or Velcro), Name plate of MBL-approved design, Keys (if any) with black leather, basket weave, sound restricting key holder, All other non-lethal equipment which the Contractor determines to be necessary to the successful performance of services.
- **TSL additional equipment should include:**
  Collapsible baton with black basket weave holder, Pepper gel with black basket weave holder, Black basket weave radio holster compatible with MBL-issued/or approved portable radio, all other equipment which the Contractor determines to be necessary to the successful performance of services
    - TSS and TSM additional equipment
    - Silver metal sergeant stripes for jacket, windbreaker and shirt collars (Uniforms should clearly differentiate title/rank from subordinates)

Personnel and Training Documentation:

Deliver to MBL's Transportation Operation Manager or designee within three (3) business days a complete, current, digital personnel portfolio that includes a dossier for each employee assigned to the contract (including the Transit Security Administrator/Project Manager and any subordinate managers).

Each digital employee dossier will include:

- A color image of the employee's face and their full legal name and date of birth
- A copy of their resume
- Scans of all applicable identification and certification cards, front and back
- Their assigned supervisor, post and schedule
- A background investigation and training log attesting that the employee met all background requirements and restrictions and successfully completed all required training as set forth in the Contract

Contractor will provide a new or updated digital dossier for each employee within three (3) business days whenever an employee's information changes or when Contractor removes personnel from or adds personnel to the Contract.

Prior to assigning any new employee to a permanent position with the Contract, Contractor will provide the candidate's resume for MBL's Transportation Operation Manager or designee review, accompany the candidate to an interview with the Transportation Operation Manager and, once MBL approves, provide at least twenty-four (24) hours of on-the-job training with the Site Supervisor at Contractor's expense.

Personnel

Contractor Responsible for Personnel:

Contractor will provide the number of trained and qualified personnel necessary to fully staff all posts for all locations, programs and hours for which this Contract requires Security Officer Services.

All Security Officers must be direct employees of the Contractor. Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, management, transportation costs, direction and discharge of Security Officers will be the Contractor's responsibility. The accurate withholding of federal, state and local taxes and payment of all wages will be the Contractor's responsibility.

Contractor is responsible for complying with all required federal, state and local employment and wage laws and regulations.

The Contractor will provide relief for Security Officers for authorized rest and meal breaks and all approved time off.

- **Removal without Cause**
  MBL may request that Contractor remove any Security Officer or Supervisor from performing Services under this Contract at any time it desires for any reason. Contractor will remove and replace personnel within three (3) business days when MBL so requests under this section.
- **Removal with Cause**
  Contractor will remove and replace a contractor employee within thirty (30) minutes of MBL request for any cause or condition that, in MBL's opinion, renders the employee incapable of

performing their duties. Examples include but are not limited to: Sleeping on duty, altered consciousness or any physical, psychological or emotional condition that renders the employee unfit to perform their duties as required.

- **Augmentation of Workforce**
  If MBL temporarily increases the number of Security Officers or Supervisors required to fulfill this Contract, MBL's cost will be based on the billing rates set forth in the current Contract year.
- **Qualified Employees**
  Personnel the Contractor hires for, or assigns to, this Contract will possess the following skills and abilities:
    - The ability to speak, read, write, understand and properly use written and electronic documents composed in English
    - The ability to understand and follow various rules, procedures, regulations, guidelines and instructions
    - Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
    - The minimum qualifications required for the position for which employed, to include a certification from the Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) as described in Business and Professions Code Section 7583.7. MBL may require proof of such qualifications at any time from any Contractor employee or from the Contractor
    - Be at least twenty-one (21) years of age. MBL may waive this requirement for honorably-discharged veterans of military service
    - Possess and maintain a valid First Aid/CPR/AED certification

  The following persons are not qualified to work as Contractor employees at MBL:

    - Persons with felony convictions, ever, or violent misdemeanor conviction(s) within the past ten years
    - Persons currently on probation or parole for any offense
    - Persons against whom a Court has issued a current temporary or permanent restraining or protective order
    - Security Officers removed with or without cause at any time during this Agreement
    - Any person who does not possess the required certifications or training specified in this Agreement.

  Should, in MBL's opinion, any employee prove unqualified for the position to which they are assigned, Contractor will remove such employee and provide a replacement within thirty (30) minutes of MBL's request at no additional cost to MBL. MBL will not pay for any service provided by Contractor's employees who do not meet the qualifications set forth herein.

- **Training Requirements:**
    - The Contractor will require all employees to have current Guard Cards and First Aid/CPR/AED cards in their possession and to successfully complete "Stop the Bleed" training from certified trainers. Contractor will require all employees assigned as TLSs and

TSSs to have current baton, handcuff, and pepper gel cards in their possession. Contractor will provide electronic scans of any required card renewals within three (3) business days of the renewal, as part of an employee's updated dossier

- Within five (5) days of the Effective Date; the Contractor, Transportation Operation Manager, and MPD Transit Liaison Police Officer will meet to develop written training plans and implement a new-hire and annual refresher training program. Contractor will have five (5) days to complete the training plan for final MBL approval and three (3) weeks to complete all new hire training
- Prior to assignment at any MBL site, all Contractor employees will complete an MBL Security Orientation Course. Training will include, but is not limited to: Transportation Security Administration -mandated training for Security-Sensitive employees, MBL-specific topics related to safety, security, customer service, emergency management, transit operations, workplace violence and harassment prevention, Active Shooter awareness and tours of the sites to which the Contractor will assign the employees
- **Ongoing Training:** The Contractor shall provide ongoing training to security officers after their initial security post training as necessary to ensure top level service. The Contractor shall explain in detail their programs of ongoing training, including new material updates, and any extension courses offered.
- Mandatory ongoing training provided by the MPD will also be required by all security officers assigned to the City of Montebello – Montebello Bus Lines properties, on a quarterly and/or as needed basis. Trainings provided by the MPD will be held at MBL's main transportation facility.

Contractor will provide additional training to employees assigned as TSLs and TSSs with additional training specific to public transportation security including, but not limited to:

- **Transit Security Basics**
  - Terrorism awareness
  - Fare inspection
  - Foot patrol techniques
  - Special events
  - Protests and demonstrations
  - Emergency preparedness
  - Radio, Telephone and Written communications
  - Accident reporting
  - Adjacent transportation modes
  - Evacuations
  - Revenue vehicle operations
  - Delays/Service disruptions
  - Crisis communication/De-escalation
  - FTA drug and alcohol policy and procedures

- **Transit Operations Rules and Regulations**
  - Bus operations overview and definitions
  - Bus equipment familiarization

Through the assistance MPD, MBL will provide all employees assigned as TSLs and TSSs with additional training specific to MBL including, but not limited to:

- TSL and TSS roles and responsibilities
- System security
- System safety
- Bus orientation
- Bus stop and shelter inspections
- Radio and Telephone procedures
- Basic office equipment usage
- MBL computer access and usage
- MBL email access and usage (where applicable)
- Internet access and policies
- MBL access card usage and restrictions
- Customer service
- Routes and fare structure
- Customer Code of Conduct
- Public and media relations
- MPD Transit Enforcement Detail (TED)
- Conflict avoidance and resolution
- Field Supervisor and TED ride-along
- Supervised bus ride-along

MBL will provide all Transit Security Supervisor (TSS) with training specific to MBL including, but not limited to:

- Location and routes to all MBL facilities
- MBL forms use
- Radio and Telephone procedures
- Identified security vulnerabilities and alarm response procedures
- Proper phone and radio usage procedures
- New officer orientation
- Proper inventory control
- CCTV and alarm monitoring procedures and alarm response duties
- Emergency contact procedures

Through the assistance MPD, MBL will provide all Transit Security Supervisor (TSS – assigned to the Fixed-Route Transit System) with training specific to MBL including, but not limited to:

- Assigning, supervising and reporting on all TSL team activities
- Providing daily reports to MBL's Transportation Operation Manager or designee

Ongoing Training Requirements: The Contractor is required to provide all employees assigned to MBL with annual refresher training which the State mandates and this Contract requires.

Times of Service/Time Records

- All original time records and payroll records for an employee's time for which MBL is charged will be retrievable within twenty-four (24) hours of MBL request
- The Contractor will maintain electronic records of actual daily Security Officer assignments and functions in a standardized, electronic and reportable manner
- The Contractor will make all financial and operational records related to this Contract available for inspection, copying or audit for the entire term of the Agreement and for three (3) years after the term of the Agreement. This section will survive termination or expiration of the Agreement
- The assigned Contractor employee of appropriate authority will review and approve all Time records

Hours of Service

The Contractor will provide Security Officers and Supervisors to fill all shifts. MBL reserves the right to change the times, days or locations of the shifts. The Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified employees to be furnished by the Contractor hereunder will be subject to MBL approval. The Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to MBL, provided MBL gives seven (7) business days' notice of any changes except in emergencies.

- **Overtime -** Contractor must seek and receive MBL's Transportation Operation Manager or designee approval before accruing any paid overtime

Quarterly and Annual Reports

MBL's fiscal year runs from July 1 through June 30. Within ten (10) days following the end of each MBL fiscal quarter (September, December, March and June) and of MBL's fiscal year, Contractor will furnish a comprehensive report of the total services provided under this Contract for MBL's fiscal quarter and/or year just concluded. The report must be in an MBL-approved format and must list, by Post (Facility Security, Metrolink Station/Transit Center and Tiny Homes Security, and Transit Security Liaisons) the following:

- All services provided under this contract
- Total number of hours, by employee, and billing and pay rates of each service provided
- Total number of contracted hours not provided, and why
- Number of Incident Reports filed, when and the reason for each report
- Number of patrols conducted sorted according to Post
- Number of employees removed from the contract and why
- Number of liquidated damages assessments (if any), amounts, dates and reasons

Sensitive Security Information (SSI)

Per the Transportation Security Administration, all security-related reports, logs, images or other documents are classified as Sensitive Security Information (SSI) and controlled under 49 CFR parts 15 and 1520.* No part of these records may be disclosed to persons without both a right and a need to know, according to the written permission of the MBL Director of Transportation and/or Transportation Operation Manager.

*Unauthorized release may result in civil penalty or other action.

Key Performance Indicators (KPIs)

With approval of MBL, the contractor will develop Key Performance Indicators (KPIs) for the purpose of assessing, quantifying, documenting and improving Contractor employee compliance with Contract requirements. Once established, the Contractor will commit to meeting or exceeding all KPIs and taking timely and effective steps to improve whenever performance proves substandard. At minimum, the contractor's Quality Assurance / Metrics should address the following: Compliance, Quality, Dependability and Customer.

Holidays

MBL recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Memorial Day
- Independence Day
- President's Day
- Labor Day
- Thanksgiving
- Christmas

MBL requires security coverage during these holidays. For this contract MBL recognizes time and half for all positions.

Safety

The Contractor must comply with the following Safety Guidelines:

- The Contractor will recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Contractor assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- The Contractor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Contractor to discontinue operations at any time if it determines that the Contractor's actions are creating an unsafe environment or situation.
- The Contractor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.
- The Contractor will not operate MBL machinery without express written consent. Only approved and licensed operators may operate the City's vehicles, forklifts, or other heavy machinery on MBL property, with MBL approval.
- MBL is a smoke-free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.

- The Contractor must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subcontractor employees as well as MBL staff and visitors.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.
- Identify any subcontractors by company name, address, contact person, and telephone number and project function.
- Montebello Bus Lines (MBL) reserves the right to request references.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

FIRM QUALIFICATIONS

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

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
E. Licensed to do business in the State of California.
F. Certifications (if required)
G. Experience with projects of similar size and scope.
H. Experience with agencies of similar size and scope as MBL.
I. Financial capacity.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

UNARMED TRANSIT SECURITY GUARD SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2022, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide reliable and effective Unarmed Transit Security Guard Services ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated May 12, 2022 (RFP No. [22-7]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2022 , and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFP No. 22-7;
B. Proposer's [DATE] Proposal for Unarmed Transit Security Guard Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. 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 written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. 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 CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's 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 8. 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 CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, 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. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to 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 CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by 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 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of 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 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. 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 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 sub-Contractors 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 sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor 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 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 sub-Contractors, 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 sub-Contractors 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 13. 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with 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): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. 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 CITY, its officers, agents, employees and volunteers 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 (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of 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 sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, 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.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. MISCELLANEOUS.

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

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. 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 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by 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 CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between 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.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

_____
Name and Title

Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 22-7

UNARMED TRANSIT SECURITY GUARD SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

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

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone

_____

Fax

_____

Signature of Authorized Official Signature of Authorized Official

Typed or Printed Name Typed or Printed Name

_____ _____

Title Title

_____ _____

Date Date

_____ _____

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

_____ _____

For proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 22-7, Unarmed Transit Security Guard Services

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 22-7, Unarmed Transit Security Guard Services (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

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

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

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, it's officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.

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

Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 22-7
UNARMED TRANSIT SECURITY GUARD SERVICES

COST PROPOSAL SHEET (Three Year Term)

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Contractor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein.

First Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**

List other costs/fees: **Description** **Cost/Fees**

_____ _____

_____ _____

Second Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**

List other costs/fees: **Description** **Cost/Fees**

_____ _____

_____ _____

Third Year

ITEM #	EXPENSE CATEGORY	HOURLY RATE	TOTAL NUMBER OF HOURS	GUARANTEED NOT-TO-EXCEED AMOUNT
1	Management Oversight (TSM)		**/Annually.**	**$**
2	Transit Security Supervisor Wages		**/Annually.**	**$**
3	Transit Security Liaison Wages		**/Annually.**	
4	Uniforms and Equipment		**/Annually.**	**$**
5	Miscellaneous		**/Annually.**	**$**
			Annual Total Cost	**$**
			GRAND TOTAL COST	**$**

List other costs/fees:	**Description**	**Cost/Fees**
	_____	_____
	_____	_____
	_____	_____
	_____	_____

***List all paid holidays below:**

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	**Date:**

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

_____
Firm Name

_____
Address

_____
Phone Number

_____
Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F

Bidder's List of Subcontractors (DBE and Non-DBE)

Part I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Montebello Bus Lines

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____
Signature of Attorney Date

Montebello Bus Lines

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

(Insert full name and address and legal title of Contractor) as Principal, hereinafter called Contractor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Contractor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K

Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars ($)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

An Allied Universal® Proposal for Montebello Bus Lines

REQUEST FOR PROPOSAL (RFP) No. 22-7

Presented to:
Rohan Anderson
Senior Procurement Analyst

Presented by:
Tad Garabedian
Government Specialist

8/11/2022

August 11, 2022

Rohan Anderson
Senior Procurement Analyst
City of Montebello
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

Dear Mr. Anderson:

Thank you for inviting Allied Universal® Security Services to participate in your proposal process. We understand the importance of quality security and look forward to providing a customized program that meets your requirements.

Our proposal response, references, presence in the City of Montebello, and experience and specialization in Transit security demonstrate our proven expertise. We look forward to leveraging best practices from our existing city and county programs to support the Montebello Bus Lines security program and bring ideas and innovation for its future growth and security goals.

Allied Universal® has had the manpower, support structure, and partnerships in place to effectively support the Montebello Bus Lines mission.

Highlights of our Partnership with the City of Montebello:

- Existing relationship with City providing world-class security services
- Largest provider of security services to transit agencies in the country
- Dedicated Transit / Government Services Division for oversight
- Proven local transit security expertise
- Ability to surge or reduce staff on short-term notice

Allied Universal is proposing a deployment plan which meets all requirements of the SOW provided in the RFP, including 24/7 mobile supervision.

Allied Universal is dedicated to delivering a security program that achieves measurable results while evolving to meet Montebello Bus Lines' security challenges. We hope that you look favorably upon our past performance with the City of Montebello, our proposal submission, and our commitment to providing a comprehensive, quality security solution. We greatly appreciate the opportunity and look forward to our expanded partnership in security excellence.

Should you have any questions or require clarifications to any part of our proposal, please contact me at 213.800.2996 or by email at tad.garabedian@aus.com.

Sincerely,

Tad Garabedian
Government Specialist

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SECTION 5 – Qualifications **22**

Desired Qualification *22*

Firm Qualifications *27*

PROPOSAL SUBMISSION CHECKLIST

Unarmed Transit Security Guard Services RFP No. 22-7

PROPOSAL SUBMISSION CHECKLIST

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

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	TG SC
2	Letter of Transmittal	Page # 44	TG SC
3	Licensing, Permits, and Certificates	Page # 17	TG SC
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	TG SC
5	References	Exhibit B	TG SC
6	Insurance	Exhibit C	TG SC
7	Cost Proposal Sheet	Exhibit D	TG SC
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	TG SC
9	Bidder's List of Subcontractor (DBE and Non-DBE)	Exhibit F	TG SC
10	Certification Regarding Debarment, Suspension….	Exhibit G	TG SC
11	Performance Guarantee Certification	Exhibit H	TG SC
12	Performance Bond	Exhibit I	TG SC
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	TG SC
14	Bank Draft	Exhibit K	TG
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	TG SC

Company Name:	Allied Universal Security Services	
Name of Proposer initialing document (print):	Tad Garabedian	Steve Claton
Email address of Company Contact:	tad.garabedian@aus.com	steve.claton@aus.com
Signature:		
Title:	Government Specialist	President Southwest Region
Date:	August 1, 2022	August 1, 2022

LETTER OF TRANSMITTAL

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 22-7

UNARMED TRANSIT SECURITY GUARD SERVICES

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

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

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

The Proposer certifies that it has:

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

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

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

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

Addenda No(s)

Dated	#1 July 11, 2022	Dated	
Dated	#2 July 28, 2022	Dated	
Dated		Dated	

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

Proposer's Name Allied Universal Security Services

Business Address
765 The City Drive, Ste. 150, Orange, CA 92868

Contact Person Tad Garabedian

tad.garabedian@aus.com
Email Address

Phone 213-800-2996

Fax N/A

Signature of Authorized Official

Typed or Printed Name
Tad Garabedian

Title
Government Specialist

Signature of Authorized Official

Typed or Printed Name
Steve Claton

Title
President Southwest Region

Date August 1, 2022

Date August 1, 2022

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

For proposals requiring licenses the following information is required:

Contractor's License No. 14417

Expiration Date: October 31, 2023

License Classification: Private Patrol Operator

We interpret the need to provide a signed copy of a joint venture/partnership to be a partnership agreement with a partner/subcontractor if applicable. Allied Universal intends to perform all the work itself with no partnership or JV. If the expectation is for Allied Universal to provide a copy of Allied Universals own corporate "partnership agreement" we would be happy to provide upon request.

LICENSING, PERMITS, AND CERTIFICATES

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
OCTOBER 30, 2001
EXPIRATION DATE
OCTOBER 31, 2023
CURRENT DATE / TIME
AUGUST 1, 2022
11:49:46 AM

LICENSING DETAILS FOR: 14417

NAME: UNIVERSAL PROTECTION SERVICE, LP

LICENSE TYPE: PRIVATE PATROL OPERATOR

PRIMARY STATUS: CURRENT

PREVIOUS NAMES: UNIVERSAL SECURITY SOLUTIONS ◆ UNIVERSAL PROTECTION SERVICE ◆ UNIVERSAL SECURITY SERVICES

ADDRESS OF RECORD

1551 N TUSTIN AVE STE 650
SANTA ANA CA 92705-8664
ORANGE COUNTY

MAP

TECHNICAL PROPOSAL

PROJECT MANAGEMENT PLAN

Allied Universal is providing herewith a proposed management plan to address the needs of the City of Montebello, comply with and deliver on all requirements outlined in the RFP, and build on best practices currently being utilized on comparable local and national transit systems that we serve. Allied Universal has the unique ability to scale up or scale down based on our client's immediate needs; therefore, our proposal is flexible, and we encourage an open dialogue and discussion with the City to discuss any increases or decreases to the plan provided herein.

Our plan is designed to work in concert with local law enforcement. Our offering will provide passengers, bus operators, and City staff a high level of security visibility and peace of mind. Officers will be highly trained in crime prevention, and de-escalation techniques, and will have excellent customer services skills.

STAFFING PLAN

Transit Security Manager: The proposed Transit Security Manager (TSM) for MBL is Steve Nsaif. With over 13 years in the security industry, Steve leads one of Allied Universal's largest branches. He manages over 3,000 Security Professionals, more than 500 customers, and over $100M in annual revenue. In his current role, Steve has the overall responsibility for branch operations and is supported by his Southwest Region Executive level management team. Steve began his career with Allied Universal in 2010. In his tenure with Allied Universal, Steve held several roles such as Director of Security, Division Manager, and Client Manager.

Before joining Allied Universal, Steve served as a Senior Advisor with the U.S. Department of Defense Intelligence and Security command. He joined military units for multiple deployments to Iraq. He carried different responsibilities such as direct action missions, quick reaction forces, and counter-insurgency operations. He also held advisory roles to train, mentor, and coach foreign military, police, and foreign intelligence agencies. Steve also supported different government agencies such as the U.S. Department of State, the International Bureau of Narcotics and Law Enforcement (INL), Customs and Border Protection (CBP), as well as Non-Government Organizations such as UNICEF, participating in multiple campaigns and initiatives, focused on bringing stability within the Middle East region.

Steve is an associate of the Crisis Prevention Institute (CPI), Terrorism Liaison Officer with the Orange County Intelligence Assessment Center (OCIAC), Threat Assessment Professional with the Association of Threat Assessment Professionals (ATAP), and a certified healthcare officer with the International Association of Healthcare Security and Safety (IAHSS). His affiliations also include the Institute of Real Estate Managers and ASIS International.

Steve has the authority to act on behalf of Allied Universal and has extensive experience transitioning and starting new contracts such as MBL. He will be a single point of contact for the City for all deliverables including but not limited to the provision of post orders, billing, HR issues, incident management, contract compliance, and all reporting to the City.

The TSM is a non-billable position that is included in our overhead cost and provided bill rates.

Supervisors: Allied Universal is proposing the deployment of 24/7/365 field supervision. We are suggesting one supervisor be assigned for each of the three shifts, 24 hours per day. The mobile and roving field supervisors would be responsible for conducting required post-inspections (2 inspections/post/shift). The supervisors would be equipped with a company-provided vehicle, a HELIAUS guard tour system (which includes cell phone capability), and a company-provided radio. In addition to providing support and oversight to the static posts (Metrolink and HQ), the mobile supervisors will be available for immediate support for transit security officers. Transit officers will have communication capability with the supervisor, and if needed, the supervisor can be summoned to respond and meet transit officers anywhere along the lines as needed.

In addition to post inspections, supervisors will be fully trained to fill uncovered posts (due to emergencies or call-offs), provide on-the-job training and field tests, review all logs and reports, and provide any additional assistance to City as required.

Supervisors: 168 HPW 1 supervisor on duty 24/7/365

Transit Security Officers: Transit Security officers will be high-caliber, highly trained security professionals. These individuals will be specifically recruited based on experience, customer service acumen, and trained in de-escalation techniques. They will be trained in our company Transit Security Program; specific details are found in the training section of this proposal.

Allied recommends transit security officers work in two man teams. This is the deployment model used for Long Beach Transit as well as many other transit systems we serve. Having a two-man team allows one individual to address issues (or unruly guests) while the second acts as backup or calls for additional assistance.

Transit security teams patrol the system's bus lines in random order to avoid any sort of patternable sequence. Teams exit at random stops and continue patrol on the next bus or intersecting line. A detailed patrol route would be planned in concert with MBL and can be modified in real-time to account for hot spots or threats. Officers will be equipped with our HELIAUS guard tour system which can be used as a tracker for officers' location and "patrol hits", as an incident reporting tool, as well as a tool to track any metrics MBL stakeholders would benefit from our collecting.

Allied Universal recommends deploying three (3) two (2) man teams each day. This schedule ensures coverage at the commencement and ending of services each day, and double coverage during main business hours. Schedule each day would be as follows:

Team 1 (two officers):	4:30am – 12:30pm	7 days/week
Team 2 (two officers):	9:30am – 5:30pm	7 days/week
Team 3 (two officers):	2:15pm – 10:15pm	7 days/week

The schedule can be modified if MBL deems double coverage needed at different times.

Transit Security Officers**:** 336 HPW 6 officers/day. 8-hour shifts. 7 days/week

Security Officers: Allied Universal's highly trained security professionals will be selected for customer service skills and ability to detect and deter crime.

At the HQ facility at 400 S. Taylor, officers will be responsible for access control, documentation of bus ingress and egress, reporting, deterring crime, and customer service. Our recommendation for

deployment at this site is one officer 24/7/365. While we note the facility is closed from 1:30 am – 3:00 am, we propose 24-hour coverage to ensure facility protection at all hours. Continual service ensures the safety of MBL staff that leave at closing, as well as those that enter at the opening. Staffing during closed hours protects the facility from theft.

Allied Universal currently serves the Metrolink Station (and Tiny Homes Site) for the City. We are currently providing 24/7/365 coverage, and we recommend continuing with the same coverage under this new agreement. The addition of the mobile security supervisors will be a nice compliment to help officers at this site should additional resources be needed.

Security officers Taylor Ave HQ: 168 HPW 1 officer on duty each shift 24/7/365

Security officers Metrolink Station: 168 HPW 1 officer on duty each shift 24/7/365

Implementation Plan

Screening

OUR SCREENING PROCESS

Application Review & Assessment
Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.

Interviews
Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.

Electronic I-9 and E-Verify
Employment verification is completed to present proof of eligibility to work in the U.S. All potential employees are processed through E-Verify, the government's employment eligibility system.

Management Testing
May involve one or more behavioral assessment tools to help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit for the position.

Social Security Trace
Social Security checks run on each candidate to verify identify and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process.

Criminal Background Checks
Prior to being assigned to a post, each employee undergoes a criminal records background check (except where such is conducted as part of the state guard licensing agency). Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required.

National Sex Offender Registry **(except CA and NV where such checks can only be done in accordance with state law)**
This step searches the Federal Department of Justice database, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available.

Pre-employment Drug Testing
Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge.

Motor Vehicle Report
Security Professionals designated to drive a vehicle are subject to Motor Vehicle Report checks to verify driving eligibility and must complete on-site training before they can operate a vehicle.

Security Professional Integrity/Honesty Assessment
Behavioral Assessments are available on a pre-placement basis to help evaluate attitudes and behaviors linked to integrity, honesty, trustworthiness and customer service aptitude. Assessments are predictive (no guarantee of performance or behaviors); available for an additional charge.

Education & Employment Verification
In the event that the contact requires education and/or employment verifications, these services can be completed for a nominal fee.

Recruiting

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality, career-minded professionals, Allied Universal® can identify and place high-performing, best-fit security personnel quickly for Montebello Bus Lines' unique environment and security programs. Some of the recruitment resources we use include jobs.aus.com, promotions and employee referrals, universities and schools, former military/reservists, veterans' organizations, police and fire departments, job fairs and open houses, and professional organizations. Our strategic partnerships include AARP, the International Association of Jewish Vocational Services, the National Indian Council on the Aging, and the National Asian Pacific Center on Aging.

ALMOST 80,000 VETERANS HIRED OVER THE LAST FIVE YEARS

HIRE VETS MEDALLION PROGRAM

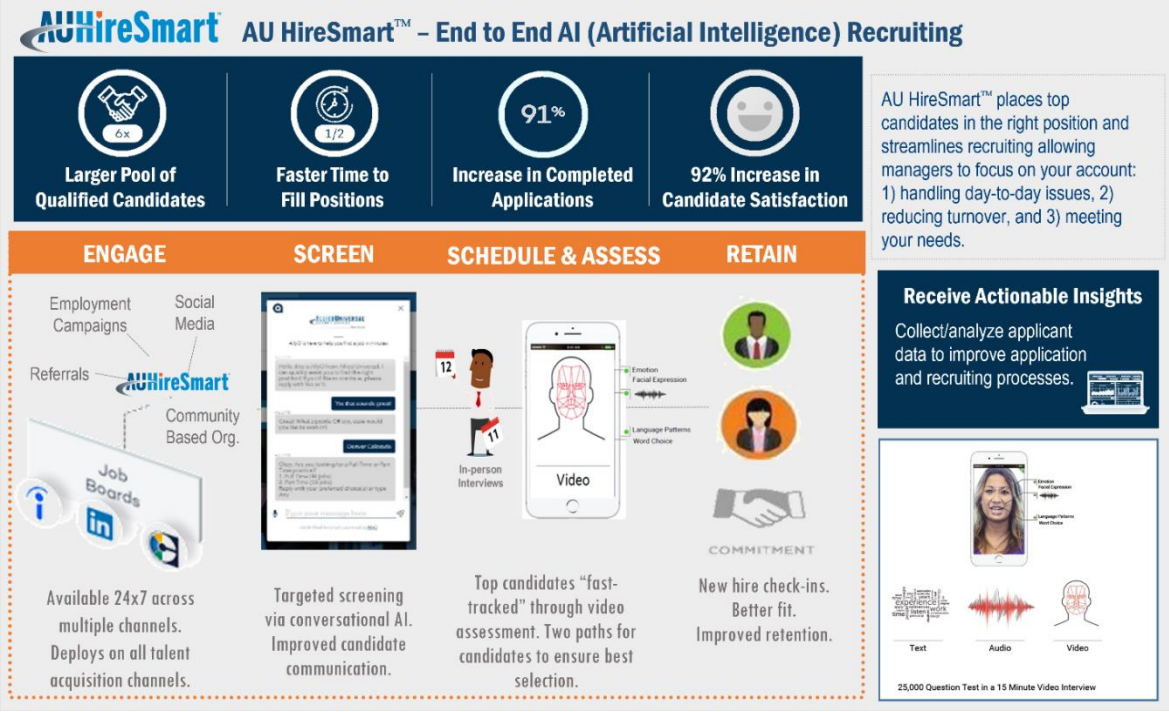
HIREVets.gov

Recruiting and Employing American Military Veterans Gold Medallion Award recipient

Streamlined Screening and Hiring with AU HireSmart™

Allied Universal® recruiters use AU HireSmart™, an end-to-end Artificial Intelligence (AI) recruiting solution, which provides several unique benefits designed to streamline the recruiting process to meet your placement needs quickly.

HireSmart™ translates candidate video screening tests into actionable data that accurately predicts a candidate's aptitude for any given role. These videos measure emotional expression, tone, language patterns, and word choice to determine a candidate's fit for the position. This process improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them.



CUSTOMIZED TRAINING FOR MONTEBELLO BUS LINES

AU Institute® is the umbrella under which all formal training and development opportunities exist. Methods of training include eLearning on Allied Universal® EDGE®, Instructor-led, Virtual Instructor-led, On-the-Job Training, Scenario-based, and mLearning (mobile friendly). Allied Institute is supported by more than 50 full-and part-time certified instructors and provides both mandatory and voluntary courses, which are offered pre-assignment, on-the-job, and continuing education. Training for Montebello Bus Lines will be tailored to meet the specific roles in the RFP.

There are five phases of Security Professional onboarding and development. Each has a specific timeframe for completion, as well as testing guidelines to ensure comprehension. Training phases include:

- New Employee Orientation
- On-the-Job-Training Post Certification (to be completed within 21 days of hire)
- Core Training (must be completed in the first six months)
- Quarterly Site Training (Ongoing and Refresher)
- CPR/First Aid/AED and other Certification Training

CORE TRAINING	Phase Three of the Security Professional and Development process consists of 20 lessons, each with an exam that must be successfully passed. Core Training must be completed within six months of hire; and will be completed by all personnel assigned to Montebello Bus Lines.
SUPERVISOR TRAINING	This training readies supervisors for their new roles so they are prepared for the challenges of leadership with 8 training modules focused on how to be a better supervisor. All supervisors assigned to Montebello Bus Lines will complete (or will have completed within three years) this supervisory training.
MANAGEMENT TRAINING	Management training covers a variety of business and security-related topics, to shape proficient managers with smart business sense.
MOBILE PATROL TRAINING	In addition to the Core Training, this training readies Mobile Patrol Officers to provide safe and effective vehicle patrols for Montebello Bus Lines.

COMPLIANCE TRACKING

Compliance tracking through the EDGE, our online learning management system, allows training to be accurately recorded and reported. Trainers and managers can track Security Professional progress through initial, specialty, and refresher training, and verify compliance.

ONGOING & REFRESHER TRAINING

Allied Universal believes in the reinforcement of initial training as a key to effective learning and long-term performance excellence. We use a structured process for refresher training on a variety of topics related to your needs and contract requirements. The local branch management and regional training staff will administer standard, company-wide training modules. Our managers will help ensure that ongoing training remains a top priority. Ongoing training topics include:

CUSTOMER SERVICE TRAINING	Allied Universal believes customer service is the essence of what we do every day. From welcoming passengers with a warm friendly smile to giving directions to the nearest ATM to recommending the best local restaurant, the role of security personnel in a transit system has changed dramatically over the past few years and is still evolving. A Security Professional may perform a wide variety of tasks as a Station, General, Mobile, or Transit riding Security Officer. Allied Universal believes to go the extra mile, escorting customers to their vehicles after hours, assisting patrons in boarding and exiting transit modes, and even delivering critical medical services. Many transit agencies view these traits as crucial elements of an outstanding security program, necessary to add a special touch for a positive customer experience.
CULTURAL DIVERSITY TRAINING	Allied Universal® is committed to offering Cultural Diversity training to all security professionals working under the contract with Montebello Bus Lines. The course is offered on the EDGE our enterprise-wide learning management system and is available 24/7. This course helps employees identify the differences between discrimination and diversity, describes the benefits of diversity, and informs employees on the dangers of stereotyping and how to avoid discrimination.
DEALING WITH DIFFICULT PEOPLE OR SITUATIONS TRAINING	This course prepares Security Professionals to respond to difficult people and situations and helps them to develop the confidence to handle adverse events. Employees will learn how to properly assess the situation, use effective de-escalation techniques, and diffuse the situation.
MASTER TRANSIT SECURITY OFFICER PROGRAM	All security officers and managers will have completed at a minimum; all state, Montebello Bus Lines, and Allied Universal-required training before attending our School of Transit Security, an outline which is provided on the following pages. A score of 80% or higher is required to earn the designation as an Allied Universal® Transit Security Officer.

TRANSIT SECURITY OFFICER COURSE DESCRIPTION

Transit Security Basics - This course is designed to give new officers a basic understanding of the challenges related to providing security in transit operations. Topics include:

- Overview Light Rail
- Fare Inspections
- Manual Block
- Standard Routes
- Evacuations
- Citation Preparation
- Revenue Transfer Log
- Revenue Transfer Procedures
- Bus Operations
- Fine Structure
- Special Event Procedures
- Adjacent Modes Transportation
- Revenue Vehicle Ops
- Rail Collisions
- TVM's
- Fare Sweeps
- Rail Rule Book
- Escort Protection Officer
- Crisis Communication
- Fine Procedures
- Accident Reporting
- Coin Hoppers
- Delays/Service Disruptions

Transit Operations Rules & Regulations - It is imperative that our officers understand the special needs and challenges of dealing with the public in a transit environment. Topics covered include:

- Rail Operations Overview & Definitions
- Bus Operations Overview & Definitions
- 49 CFR 214/Railroad Workplace Safety
- Rail Equipment Familiarization
- Bus Equipment Familiarization
- 49 CFR 239 Passenger Train Emergency Preparedness

On-site Procedural Training - Our On-the-job Training program consists of an extensive checklist of general policies and procedures all officers must know to be successful at their worksite. This training is conducted in conjunction with the OJT Guidebook, a manual that provides instruction for both new employees and facilitators on how to execute this training. This program contains a variety of site-specific training topics, including:

- Post Orders
- Chain of Command
- Medical Emergency Procedures
- Patrol Routes and Procedures
- Site Specific Equipment
- Customer Service
- Access Control Procedures
- Emergency Phone Numbers
- Fire Emergency Procedures
- Bomb Threat Procedures
- Safety Orientation
- Management of Aggressive Behavior/Crisis Management

Effective Patrolling Techniques - Since many environments are decentralized and comprised of several locations, it is important that our officers know how to patrol effectively and efficiently. This section covers tips and techniques for conducting thorough and comprehensive patrols.

- Static Patrol
- Vehicle Patrol
- Foot Patrol
- Using Your Senses

TRANSIT SECURITY OFFICER COURSE DESCRIPTION

CPR/First Aid/AED – Allied Universal offers the American Heart Association CPR, First Aid and AED certification training. This training usually is conducted by a local Allied Universal® trainer at the Branch office. Other advanced First Aid skills including advanced stop the bleed and mass casualty incident training will be included in the MBL onsite training model as required by the contract. Advanced emergency medical training is also available including the use of narcotic antagonist drugs (NARCAN) for rapid drug overdose response.

Emergency Preparedness - This training was designed to give security officers the basic knowledge necessary to effectively manage most emergency situations including initial mass casualty management. The curriculum covers a wide variety of important topics, including:

- Natural Disasters
- Intro to Incident Command System
- Emotional Reactions to Disasters
- Evacuation Procedures
- Emergency Considerations
- Crime Scenes
- Accidents/Collisions
- Terrorism Tactics, Tools, Training
- Recovery
- Communicating Evacuation Orders
- Accommodating Special Needs
- HAZMAT

Communication - This training covers the proper use of radios and cell phones. Includes advanced concepts of verbal communication to provide the most effective communication.

- Call Signs/10 Codes/Signal Codes
- Radio Checks
- Dispatch
- Equipment Maintenance
- Specialized Codes (Fire Rescue/Law Enforcement)
- Patrol & Communications
- Incorporate client maintenance & facilities staff
- Use of a repeater or airtime

Non-Lethal Weapons - Security Professionals and Supervisors must complete a non-Lethal training and safe handling course conducted by a certified non-Lethal instructor, and successfully complete the non-Lethal weapons course.

- Weapons Orientation & Deadly Force
- OC Spray
- Final Exam/Critique
- Escalation/Force Spectrum
- Baton & Handcuffing

Compliance Tracking

The baseline for employee compliance is accomplished during the recruiting or intake process. Candidates are vetted by comparing requirements to qualifications. Credentials are entered into the WinTeam Compliance Tracker database where they will be maintained and cross-referenced in the Scheduling process. Before a candidate is released for assignment and OJT, all background investigation and training requirements must be completed. An established intake process requires verification of every application metric before uniforms can be issued. When authorized to report to the site, responsibility for performance oversight transfers to the Account Manager.

As employees progress through initial orientation, pre-assignment certification, or OJT additional performance data is compiled in WinTeam. When a specific post requires a credential or unique attribute essential to contract compliance, that specification is programmed into Compliance Tracker and an on-screen error message is displayed if the manager tries to add an employee to the schedule and if the employee's Compliance Tracker records do not fit the pre-established profile of the post.

Our commitment to compliance tracking extends beyond our training resources. **WinTeam**, Allied Universal's automated scheduling component, is the compliance module that captures training records for security professionals. **WinTeam** works in conjunction with the Allied Universal EDGE and offersextensive compliance tracking and reporting functionality. Our managers access all systems through our secure intranet to support compliance verification in real-time. These programs work together to enable trainers and managers to track employee progress through initial, specialty, and refresher training, and to easily verify compliance.

Employee data is maintained in both paper and electronic form for the term of the employee's relationship with Allied Universal and then archived for an appropriate statutory period as required by corporate, state, local, or client mandates.

WinTeam's Compliance Tracking module continually compares personnel data with pre-loaded post requirements. The credentials necessary to ensure that security professionals are appropriately trained and cleared for duty are identified through a job-specific set of pre-determined compliance codes. **Employees who require credentials cannot be scheduled until compliance requirements have been resolved.**

Allied Universal's regional training organization is the primary group responsible for tracking training certifications and clearances and enforcing the 'arm's length' relationship between data providers and data managers. By maintaining corporate mandated security protocols, site management team members are not allowed to enter or override compliance specifications for project staff. This separation of function and access is just one of the layers that support the integrity of compliance and audit processes.

The project, Division, and Corporate managers have access to the reporting functions of WinTeam. The statusof mission-critical deliverables is a primary component of the Quality Control audit process that ensures timely completion of compliance requirements.

Quarterly business review meetings occur with site security management, our branch management, and the City representatives. We use the business reviews to reflect on what we have accomplished through our partnership, for benchmarking, and to establish future measurable goals.

Post Orders (Duties) and Operating Procedures - Post Orders and Standard Operations Procedures Manuals represent the essential playbook that guides the daily activities of the MBL security team. Our TSM will coordinate will operations team members to create, implement and update these manuals in collaboration with MBL, while our security professionals refer to them consistently. Security professionals are trained on Site Specific Post Orders and the Security Operations Manual during on-the-job training, re-training, daily inspections, and roll calls. The first draft of the Post Orders will be provided to MBL within three days of Notice to Proceed.

Automated Post Orders - The effectiveness of the City security program is closely linked to the quality and accessibility of the post orders your security team relies on to deliver ongoing exceptional service.

With Allied Universal® Post Orders Builder, account managers can quickly create and/or revise Post Orders for your job sites using fully automated templates—including location requirements, client expectations, general and specific responsibilities and accountability, performance standards, and more. Images such as site maps, floor plans, flyers, and announcements can easily be uploaded, making drafting post orders as simple as possible. As a result, you can be assured that your security professionals have access to all the information they need to efficiently perform their daily responsibilities and respond quickly to all potential incidents.

Live, Automated Post Orders: Our Post Orders Builder also provides the basis of the City requirements that are uploaded into HELIAUS®—our comprehensive adaptable workforce solution. Security Professionals receive tour orders, access to site information, and record daily activity directly on their HELIAUS® mobile device.

Review of Post Orders, Procedures, and Performance - As previously stated, our local managers create, implement and update these manuals in collaboration with City personnel. Supervisors will be focused on *daily inspections and written notices* to ensure that the security staff at the City locations follow day-to-day regulations, codes of conduct, and Standard Operating Procedures/Post Orders. This is the most active and proactive group in the Quality Control matrix. All the daily 'heavy lifting' is tasked to supervisors while providing support, oversight, and coordination.

As part of our quality inspections, we identify areas of improvement or recommend service-enhancing post orders changes.

Incident Reports - Accurate incident reporting is essential in emergencies, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports from City sites can also identify any security trends that may indicate a need for adjustments to the City security program. Our security professionals are trained in report writing to ensure accurate, detailed, and clear information.

Each security professional will provide a report for any circumstances that require explanation, such as the assistance of emergency units or notification of civil authority. Such incidents also include accidents, personal injuries, and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.

Reports are instantly available through eHub, our secure client website, or through your Allied Universal® manager, utilizing WinTeam®, at any desired frequency. WinTeam, our fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also

allows us to provide: shift personnel schedules; warnings on overtime and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports to the City security management team.

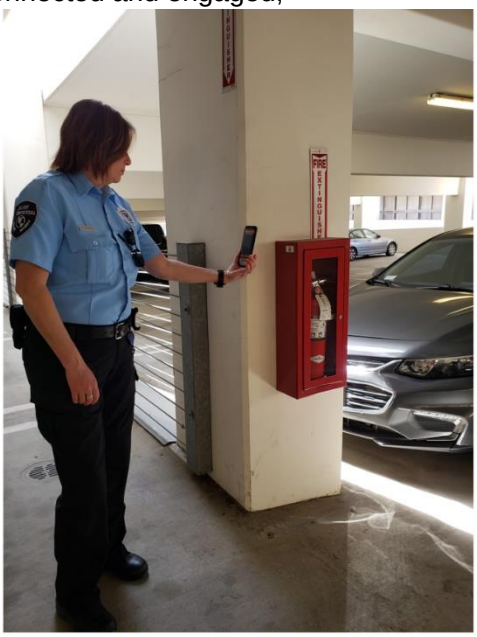
Allied Universal® also offers our web-based HELIAUS software package designed specifically to document security incidents. This helps streamline record keeping, produces clear and concise incident reports, summarizes incidents by selected criteria over specified periods, and quickly retrieves past incident reports.

Allied Universal® regularly trends dozens of reports to make sure your security program is running efficiently and to proactively drive improvements. A variety of customized reports can be tailored to your needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet your specific requirements.

TOUR VERIFICATION AND REAL TIME REPORTING CAPABILITIES

HELIAUS® - THE POWER OF INSIGHT INTO ACTION®

HELIAUS® is our proprietary Artificial Intelligence (AI)-driven workforce management solution that uses powerful algorithms to generate risk-averse recommendations. With HELIAUS® at the center of the City security operations, your security professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively create safer, more secure environments.



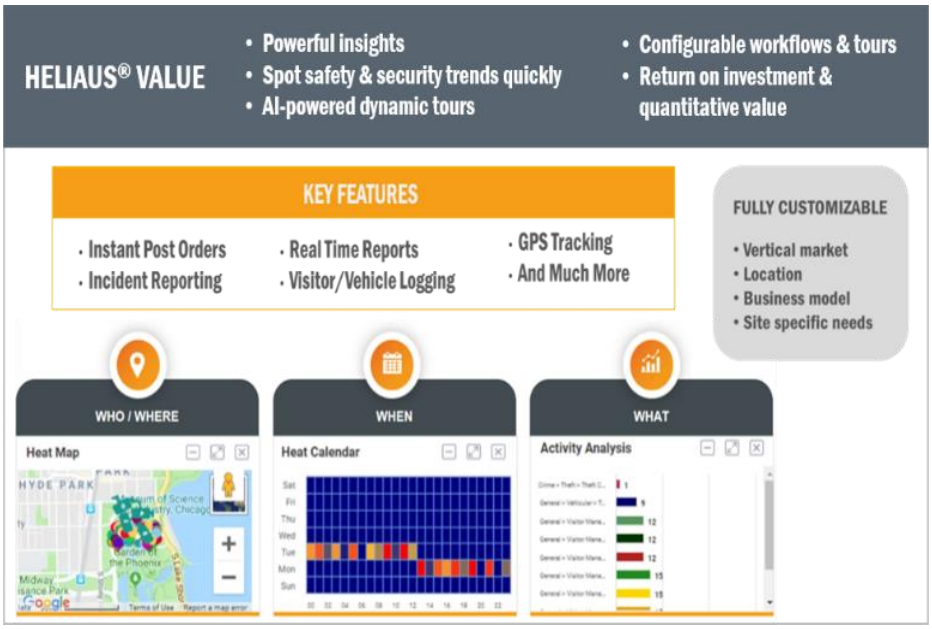
HELIAUS® - Technology Platform

Functioning as a comprehensive workforce management solution through instant post orders, incident reporting, GPS tracking, visitor logging, and more, HELIAUS® is tailored to the City's security program based on overall contract requirements and even each site's specific needs.

HELIAUS® consists of two parts - HELIAUS® Mobile and HELIAUS® Portal. HELIAUS® Portal provides the City with real-time visibility into site-specific events and activities, as well as a historical overview to understand trends and develop future insights. HELIAUS® mobile allows our security professionals to share information and acts as a virtual coach as they go about their duties.

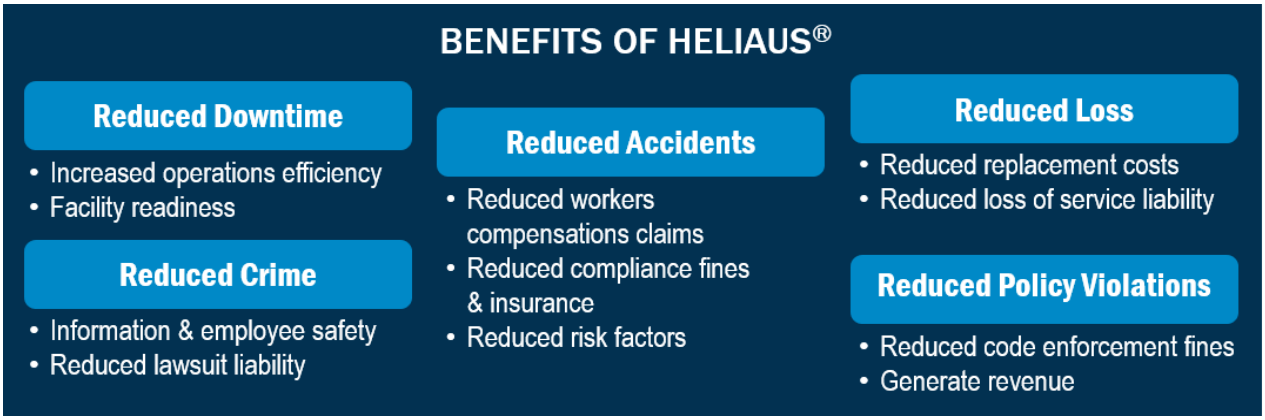
- Additional Mobile Capabilities
- Incident and event reporting
- Temperature screening
- Tasks and messages
- Lost and found
- Custom forms
- Visitor and vehicle management
- Fire and safety inspections

- SOS



Quickly Identify Safety and Security Trends

HELIAUS® has contributed to incident reductions, cost savings, efficiency increases, and peace of mind for industry-leading organizations. Regardless of site number, size, or specific events, the HELIAUS® platform has connected security programs with proven ROI. The HELIAUS® dashboard provides on-demand views of historical trends, customizable by date, category, and location. This insight provides the City with a full view of the who, what, where, and when incidents are occurring, allowing you to adjust your resources and response as needed through the Tour and Workflow applications within HELIAUS®.



Configurable Tours and Workflows

While security professionals are pushing data to the online portal, they are receiving post order instructions in real-time. Through HELIAUS®, we program custom workflows to virtually coach security professionals when they scan an NFC tag, approach a beacon, or enter a specified GPS zone. Tasks assigned to areas can include: following checklists, taking videos or photos, sending the client an email or text message, answering follow-up questions, and more.

Return on Investment (ROI) / Quantitative Value / Proven Results

By delivering unprecedented situational awareness into the hands of your Security Professionals, their skills and training are amplified and enhanced by the platform's data-driven intelligence. HELIAUS® has contributed to cost savings through incident prevention, efficiency increases, and peace of mind for industry-leading organizations. Regardless of the number of sites, size, or specific events, the HELIAUS® platform has connected security programs with proven ROI and added value and will help do the same for the City of Montebello.

BENEFITS

As an industry leader, Allied Universal® provides meaningful, comprehensive employee benefits to Security Professionals. We offer high-value employee benefits that help us attract high-caliber personnel to serve client needs. We believe that providing comprehensive benefits increases employee satisfaction and enhances security professional effectiveness.

Benefits for Security Professionals include:

- **Medical Insurance**: We offer medical plans to all benefit-eligible employees through payroll deduction and/or client contribution (pursuant to our eligibility requirements and policies). Estimates provided in this proposal represent costs based on proposed and evolving regulations, plan structure, and estimated participation. Detailed additional information regarding coverage and premium costs is available upon request.
- **Dental and Vision Insurance**: Benefit-eligible employees qualify for dental and vision plans.
- **Disability Insurance**: Benefit-eligible employees may purchase both short and long-term disability insurance.
- **Life Insurance**: We provide basic life and accidental death and dismemberment insurance to benefit-eligible employees at no charge. Supplemental life insurance is also available to employees at a competitive rate.
- **Accident Insurance**: Benefit-eligible employees have the option to purchase accident insurance from Aflac.
- **Cash Pay Card**: Employees have the option to receive their pay through direct deposit or as a Cash Pay Card (where permitted). The Cash Pay Card option offers a branded debit card and check option, allowing employees access to wages without having to incur fees.
- **DailyPay**: DailyPay is a voluntary program that allows employees to track their pay after every shift and provides on-demand access to their earnings. DailyPay also includes free tools to budget and plan for expenses.
- **Educational Assistance**: We provide educational assistance for eligible applicants selected for the program including up to $3,000 toward the cost of tuition and qualified related expenses. We partner with over a dozen colleges/universities (DeVry University, George Washington University, Liberty University, Ashford University, and others) to offer tuition discounts. We also award up to ten annual scholarships of up to $1,000 to the children of our employees.
- **Commuter Benefits Program**: Allied Universal® offers transit and parking options for benefit-eligible employees who can elect to have funds deducted through payroll on a pre-tax basis.
- **Paid Time Off**: We provide different vacation options such as paid time off, anniversary bonuses, and vacation time based on the specific contract and state sick time laws.
- **401(k) Retirement Plan**: Allied Universal® employees are eligible to enroll in our 401(k) retirement savings program anytime following six months of employment.

- **Holidays**: Security Professionals receive time-and-a-half pay when working these holidays: New Year's Day; President's Day; Memorial Day; Independence Day; MLK Day; Labor Day; Thanksgiving; and Christmas Day.
- **Employee Assistance Program:** This program is designed to assist employees in resolving personal circumstances that could impact their work performance.
- **PerkSpot**: We offer various fringe benefits exclusively to our employees for personal use. Some of these benefits include discounts on items such as fitness memberships, cellular phone plans, retail merchandise, and credit union access. Allied Universal® also partners with a range of vendors so employees can benefit from special savings and offerings from companies that include: Sprint, AT&T, Verizon Wireless, DIRECTV, Dell Computers, VPI Pet Insurance, GlobalFit, and H&R Block.

NOTE: Allied Universal® reserves the right to change, amend, or terminate the benefits programs and their options at any time.

QUALITY ASSURANCE OVERVIEW

Allied Universal® will review and monitor the Montebello Bus Lines security program regularly to ensure maximum operational efficiency and satisfactory performance of contract obligations at all times. We use several quality assurance tools to measure client satisfaction and identify any opportunities for improvement. These include account audits, performance evaluations, and inspections, on-site focus groups, and regular feedback through Allied Universal® Voice. We also solicit feedback from and share best practices for on-site safety and hazardous situations with our Security Professionals to enhance our level of service, add value to Montebello Bus Lines' security program, and ensure compliance.

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.

Since 1953, Allied Universal® has kept people safe, protecting our client's brands, and providing peace of mind through our dedication to quality leadership, industry expertise, and our commitment to building unparalleled employee and client relationships. As a leading provider of security and facility services in North America, with over 300,000 Security Professionals protecting over 50,000 client sites, Allied Universal® is There for you.®

We take a personalized, integrated approach to your needs, becoming fully immersed in Montebello Bus Lines' culture, mission, and values to provide proactive security services and cutting-edge smart technology tailored to your unique requirements. Allied Universal® provides exceptional security solutions that give you the freedom to create, produce, and innovate with your core business.

Our world-class customer service and track record of success start with our local leadership, equipped with the know-how to serve you with service-oriented professionalism supported by the most advanced systems and integrated technology in the industry. As your trusted security partner, Allied Universal® stands ready to secure and care for the people and businesses in our communities. Montebello Bus Lines can come to us with any safety and security need including:

General Description of Services

SECURITY PROFESSIONALS
- Armed, Unarmed & Cleared Security Professionals
- Patrol & Response
- Visitor Management/Concierge
- Canine Security Services
- Off-Duty Police Officers
- Vertical Market Expertise

RISK ADVISORY & CONSULTING
- Security Risk Management Consulting
- Threat & Violence Risk Management
- Off-Duty Officers (ODOs)
- Executive Protection
- Security Risk Investigations
- Asset Protection & Disaster/Emergency Response
- Corporate Security as a Service (CSaaS)
- Fire & Life Safety Services
- Security Operations Center (SOC)
- Specialized Services

TECHNOLOGY SOLUTIONS
- Access Control
- Video Surveillance
- Autonomous Robots & Drones
- Monitoring & Response Center (MaRC)
- Fire & Intrusion Alarm Monitoring
- GSOC Services
- Hosted & Managed Access Control

PROFESIONAL SERVICES
- Events
- Janitorial
- Insurance Industry
- Landscaping
- Staffing
- Cash Processing Solutions

SECURITY & SAFETY TRAINING
- Fire Life Safety Training
- Floor Warden/Fire Drill Assistance
- Emergency Preparedness
- Specialized Industry Training

Full Suite of Innovative, Industry Leading Services

UNMATCHED SERVICE, SYSTEMS, AND SOLUTIONS

We partner with you, leveraging our highly trained Security Professionals, supported by industry-leading technology and systems to provide comprehensive, customized security solutions that not only help protect against threats but will enable Montebello Bus Lines to make better, more informed decisions about your security operations.

Form of Organization: Universal Protection Service LP is a Limited Partnership, DBA Allied Universal Security Services.

Allied Universal® Office Locations

Allied Universal® provides services in Canada, Mexico, and the United States, with over 400 North American offices that provide our full array of services. A complete list of office locations may be found online at aus.com/offices.

Number of U.S Employees: 281,917

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Contractor's ability to complete the project.

Pending Litigation: Allied Universal® is not involved in any arbitration and/or legal proceeding that we expect to have a material adverse effect on our business, financial condition, or results of operations. Like any security provider, Allied Universal® is subject to routine litigation in the ordinary course of its business, some of which involve claims resulting from the conduct of its security operations. We maintain general liability and other insurance coverage which we believe adequately insure us against the risks associated with these claims.

Bankruptcy: Allied Universal® Security Services is not currently, and has never been, involved as a debtor in any bankruptcy or insolvency proceedings.

Office Closures: No offices at Allied Universal are scheduled to close.

Impending Merger: Allied Universal is not involved in any impending merger that would have any effect on its ability to service Montebello Bus Lines.

Financial Information: The Company measures its operating performance using Adjusted EBITDA, which is defined as net income (loss) before interest expense, net, income tax (benefit) expense, and depreciation and amortization (EBITDA), as further adjusted to exclude certain non-cash items and certain cash expenses management considers non-recurring, unusual or otherwise not indicative of our ongoing operating performance and to reflect the full expected effect of cost reduction and profit-enhancing initiatives, acquisitions, disposals, and related cost and revenue synergies. Adjusted EBITDA for the year ended December 31, 2020, was $938.3 million.

On December 31, 2020, Allied Universal had $300.0 million and $607.1 million available for borrowing under its revolving credit facility and ABL credit facility, respectively. The Company's total liquidity on December 31, 2020, was $1,878.0 million, which included unrestricted operating cash of $970.9 million.

Current financial statements can be provided upon request.

Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Contractor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Contractor will state and identify its involvement with other clients for both past and present projects. The Contractor will state the client's name, and references for similar projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Contractor's involvement and responsibility should be defined for each project.

As the largest provider of contract security services to government agencies in the Los Angeles area, as well as the Country, Montebello Bus Lines can be assured that its security provider has the best experience available to provide service for the task at hand. Unlike our competitors, Allied Universal® has a dedicated government services team that provides our operations personnel and government clients a resource to ensure contract compliance and delivery of best practices.

Locally, Allied Universal Provides …

- **The City of Montebello with security services for the Metrolink site**
- **Local Transit Agencies Serviced:** Metrolink, Long Beach Transit, Omnitrans, Riverside County Transit Commission (RCTC), Riverside Transit Agency (RTA), Metrolink station in the City of Montebello, and Union Station in Downtown Los Angeles.
- **Large Government Facility Contracts Serviced:** County of Los Angeles contracts including the LA County Sheriff, the Los Angeles County Department of Health Services, the Los Angeles County Department of Social Services, and the Los Angeles County Department of Public Works. The City of Los Angeles, The City of Inglewood, The City of Beverly Hills, Hollywood Burbank Airport, and many others.

Company-wide, Allied Universal® Provides more than…

- **35,600,000 annual man-hours** of armed and unarmed security services to Federal, state, and local government facilities nationwide

- **20,000 specially trained Government Services contract security professionals**
- 850 Federal, state, and local clients
- **4,800** government client sites
- **45 Transit Agencies nationwide, 2,900 Transit Security Professionals**

CLIENT	DESCRIPTION OF SCOPE
Santa Clara Valley Transportation Authority Octavio Garcia Manager of Security Programs octavio.garcia@vta.org 3331 North First Street San Jose, CA 95134	Responsible for employee/contractor and passenger assistance and security, property and revenue protection, lost & found fixed asset inventory, site security and facility access control, crowd control for special events, undercover and special operations, and other services as required by VTA. Armed & unarmed guards maintain a high level of visibility, act as a deterrent to crime and increase the patron's feeling of safety and security. Security includes a CCTV Program. Client since 2009
San Francisco Municipal Transportation Agency Kimberly Burrus Chief Security Officer Kimberly.Burrus@SFMTA.com 1 South Van Ness Avenue 8th Floor, San Francisco, CA 94103	Provide uniformed transit security services at various Transit Centers and Parks throughout the City of San Francisco. We provide fixed post monitoring on station platforms and at SFMTA's SOC. Duties include foot patrols, fare enforcement, security monitoring center staffing, and customer service. Client since 2018
TriMet - Portland Pat Williams Director of Security & Emergency Management williamp@trimet.org 4012 SE 17th Avenue Portland, OR 97202	Assisting the traveling public and being visible throughout the transit system. Security personnel enforce transit conduct, enforce parking regulations and render assistance to the public and serve as first responders during all-hazard emergencies. Client since 2012
RCTC (Riverside County Transportation Commission) George Salas Facilities Manager gsalas@bed-riv.org 4080 Lemon Street Riverside, CA 92501	24/7 station patrol at 10 locations. Access control, CCTV monitoring, platform security. Customer service to transit clients. Client since 2012

Metrolink Tinh Quach Contract Manager quach@scrra.net 2704 N. Garey Ave. Pomona, CA 91767	24/7 train platform, layover yard, headquarter, and repair facility security. Train riding security officers. Access control, CCTV monitoring. Customer service to transit clients. Client since 2016

THE PERSONNEL WHO WILL BE ASSIGNED TO THE MONTEBELLO BUS LINES CONTRACT INCLUDE:

Chris Bailey: Senior Regional Vice President. Has overseen RCTC, RTA, and Metrolink from a senior management perspective. Currently oversees City of Montebello contract.

Steve Nsaif: Branch manager overseeing current Montebello contract. Extensive management experience in government services. Oversees John Wayne Airport, Orange County Sanitation District, Orange County Probation Department, and current City of Montebello contract.

Valentine Rocha: Operations manager who currently oversees the day-to-day operations of the City of Montebello contract.

Overall the Orange County branch personnel overseeing the Montebello Bus Lines contract have extensive experience overseeing complex and large government contracts specifically including but not limited to the current contract with the City of Montebello, the Orange County Sanitation District, John Wayne Airport, and Metrolink. The branch office currently deploys over 3,000 employees, and as a company, Allied Universal staffs over 25,000 personnel in the greater Los Angeles area alone. This deep bench of resources provides the City of Montebello assurance that there will be no lack of resources available for deployment, and that the management staff has extensive experience overseeing large, critical infrastructure-type contracts.

Identify any subcontractors by company name, address, contact person, and telephone number and project function.

Allied Universal does not intend to subcontract any of the work.

Montebello Bus Lines (MBL) reserves the right to request references.

Allied Universal is happy to provide references. Please see Exhibit B for references.

Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subcontractors proposed.

Allied Universal is the largest provider of services to government agencies in the region and country. We pride ourselves on having more resources available for surge staffing events, extra coverage

requests, emergency requests, or any other staffing requirements. No other provider even comes close to having the resources available.

Current projects include several large contracts with the County of Los Angeles (Sheriff, DPSS, DHS, and Public Works); Metrolink, The City of Los Angeles, and many others. Having this additional staff in the field will complement the work required for the City of Montebello, and greatly enhance cross-training, staffing, and availability of emergency staffing if required.

Allied Universal has absolutely no issues staffing this project for the City of Montebello. On the contrary, our large footprint will enhance the safety and security of the people and property we will protect under the contract for the City.

No subcontractors are going to be utilized, so no capacity issues exist accordingly.

FIRM QUALIFICATIONS

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.

Allied Universal has not been terminated for cause or default within the past five years on any government contract.

Allied Universal® Security Services is not currently, nor has ever been, involved as a debtor in any bankruptcy or insolvency proceedings, or placed in any receivership.

B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.

Allied Universal is subject to routine claims, audits, and inspections in the ordinary course of business by a variety of government agencies that enforce federal, state, and local wage, labor, and employment laws. From time to time these investigations may result in findings of minor violations, which are resolved expeditiously with the applicable agency. No such matter has resulted in findings or violations having a material, adverse impact on Allied Universal or its operations; nor, to our best knowledge, information, and belief, is any such matter ongoing or pending.

C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

See the answer above in B

D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.

45
Transit Systems Nationwide

Allied Universal serves more transit clients in the United States than any other contract security company. We understand the unique challenges of working in a transportation environment and successfully combine world-class security and customer service training that not only helps secure your system but also enhances the agency's brand and rider experience. Securing transit systems is different than any other security challenge. As a result, Allied Universal has developed a curriculum based on our experience, FTA, and DHS regulations. We are the only contract security company that fields a specific Transit Security Officer Training curriculum.

125k
Weekly hours securing transit facilities nationwide

2,900
Transit security officers

Our services include system-wide security and fare verification and enforcement, as well as critical infrastructure and revenue protection. Whether working hand in hand with law enforcement agencies or directly managing the transit program ourselves, Allied Universal has the experience and track record of success our clients deserve.

Allied Universal has developed a national transit model with Vice-President of Government Services Charles Bohnenberger, former board member of the Port Authority Transit Corporation (PATCO) High-Speed Line and Governor's Liaison to the Southeastern Pennsylvania Transportation Authority (SEPTA) Board of Directors (Philadelphia), providing executive oversight, leadership, and transit expertise. Additionally, Allied Universal is an active member of the American Public Transportation Association (APTA) serving on its Safety & Security Committees, helping develop industry bring best practices, and deploying them to our clients.

Allied Universal has been securing transit agencies well over the minimum 5-year requirement. In Southern California alone, Allied Universal has been servicing the following agencies:

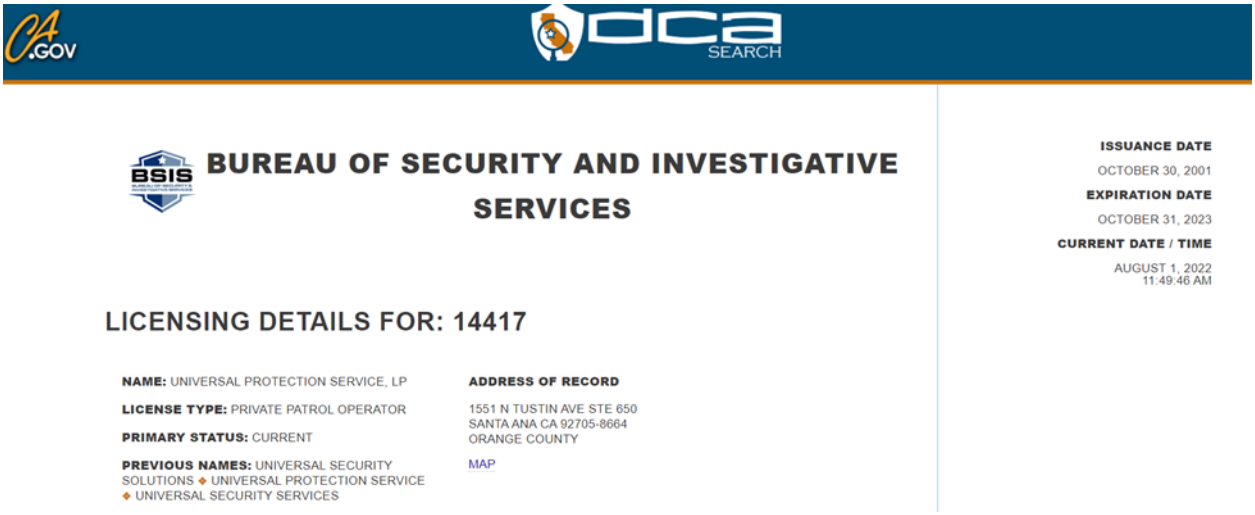
Metrolink: Since 2016

Long Beach Transit: Since 2015

Riverside County Transportation Commission: 2014

E. Licensed to do business in the State of California.

Allied Universal is licensed to do business in the State of California. Our PPO is attached herewith:



CA.GOV dca SEARCH

BSIS **BUREAU OF SECURITY AND INVESTIGATIVE SERVICES**

ISSUANCE DATE
OCTOBER 30, 2001
EXPIRATION DATE
OCTOBER 31, 2023
CURRENT DATE / TIME
AUGUST 1, 2022
11:49:46 AM

LICENSING DETAILS FOR: 14417

NAME: UNIVERSAL PROTECTION SERVICE, LP
LICENSE TYPE: PRIVATE PATROL OPERATOR
PRIMARY STATUS: CURRENT
PREVIOUS NAMES: UNIVERSAL SECURITY SOLUTIONS ◆ UNIVERSAL PROTECTION SERVICE ◆ UNIVERSAL SECURITY SERVICES

ADDRESS OF RECORD
1551 N TUSTIN AVE STE 650
SANTA ANA CA 92705-8664
ORANGE COUNTY
MAP

F. Certifications (if required)

Allied Universal is fully certified to perform security services in the State of California. See PPO attached in question **E.** above.

G. Experience with projects of similar size and scope.

Allied Universal has extensive experience providing services of similar size and scope. Similar contracts include but are not limited to:

Local Transit Agencies: Metrolink, Long Beach Transit, Riverside Transit Agency (RTA), Riverside County Transportation Commission (RCTC), Omnitrans

Local Government Contracts: County of Los Angeles Sheriff, County of Los Angeles Public Works, County of Los Angeles Department of Public Health, County of Los Angeles Department of Social Services, County of Los Angeles Beaches and Harbors, Los Angeles County Sanitation District, Orange County Sanitation District, County of San Bernardino, County of Ventura, County of San Diego, Orange County, City of Inglewood, the City of Los Angeles, City of Riverside, City of Beverly Hills, and many others.

H. Experience with agencies of similar size and scope as MBL.

Allied Universal® has proven experience and is dedicated to implementing the Scope of Service for Montebello Bus Lines. In addition, we have at our disposal a wealth of knowledge and experience from other regional transit districts that we support.

Award-winning and Dedicated Government Services Transit Division

Allied Universal® is a trusted partner to many governments and transit agencies across the country. Our Government Services Division, consisting of former government officials and security and transit industry experts, has the experience to deliver a high degree of regulatory compliance and reporting transparency while delivering a comprehensive and effective security program. We have field proven 49 CFR Part 655 compliant Drug-Free Workplace Programs, Workplace Safety Programs, and verifiable training provided by in-house, certified trainers.

Transit Agency Experience

Allied Universal serves more transit clients in the United States than any other contract security company. We are proud to count systems like Metrolink, Long Beach Transit, Riverside County Transportation Commission, Riverside Transit Agency, Phoenix Valley Metro, Denver Transit RTD, Trinity Metro, Cap Metro in Austin, NY MTA, Miami Transit, DC Metro, San Mateo Transit, San Francisco MTA, and many more. We understand the unique challenges of working in a transportation environment and successfully combine world-class security and customer service training that not only helps secure your system but also enhances the agency's brand and rider experience.

We are also active in the Transit Industry and have been a member of the American Public Transportation Association for more than a decade, holding seats and leadership positions in their Security Committee, helping develop best practices and standards for the industry.

Our services include system-wide security and fare verification and enforcement, as well as critical infrastructure and revenue protection. Whether working hand in hand with law enforcement agencies or directly managing the transit program ourselves, Allied Universal® has the experience and track record of success Montebello Bus Lines deserves.

I. Financial capacity.

Allied Universal® is the world's leading security firm and is the third largest private employer in North America and the seventh largest in the world. There is no other security company that can offer the financial assets, industry expertise, and staying power to effectively transition, manage and grow security programs of virtually any size and complexity. Our financial stability is underpinned by continued organic revenue growth ranging from 3% to 7% over the past ten years. Our acquisition strategy has delivered a highly diversified company both geographically as well as the customers we serve. Our top five clients account for less than 5% of revenue and our customer base is evenly distributed with the largest being Major Corporates & Industrials comprising only 20% followed by Government at 13% and Financial Institutions at 9%. The security services industry has proven to be relatively recession-resistant and is projected to continue to have global growth annually in the 3-5% range.

As a privately held corporation owned by Warburg Pincus, a U.S. private investment fund, Caisse de dépôt et placement du Québec, a Canadian pension fund manager, Partners Group, a Swiss private investment fund, and other private investors, Allied Universal® is not required to file financial information publicly. We provide confidential quarterly financial statements for our investors and

institutional lenders to meet the organization's financial control policies. Based on our current level of operations, the management team believes that our existing cash, cash equivalent balances, and the cash we expect to generate from operating activities, together with available borrowings under our credit facility, will be adequate to meet our anticipated requirements for working capital, capital expenditures, commitments, and debt service for the foreseeable future.

The Company measures its operating performance using Adjusted EBITDA, which is defined as net income (loss) before interest expense, net, income tax (benefit) expense, and depreciation and amortization (EBITDA), as further adjusted to exclude certain non-cash items and certain cash expenses management considers non-recurring, unusual or otherwise not indicative of our ongoing operating performance and to reflect the full expected effect of cost reduction and profit-enhancing initiatives, acquisitions, disposals, and related cost and revenue synergies. Adjusted EBITDA for the year ended December 31, 2020, was $938.3 million.

On December 31, 2020, Allied Universal had $300.0 million and $607.1 million available for borrowing under its revolving credit facility and ABL credit facility, respectively. The Company's total liquidity on December 31, 2020, was $1,878.0 million, which included unrestricted operating cash of $970.9 million.

Current financial statements can be provided upon request.

ALLIEDUNIVERSAL®

ATTACHMENTS/EXHIBITS/EXCEPTIONS

REQUEST FOR PROPOSAL (RFP) No. 22-7

Presented to:
Rohan Anderson
Senior Procurement Analyst

Presented by:
Tad Garabedian
Government Specialist

8/11/2022

EXHIBIT A: INDEMNIFICATION, HOLD HARMLESS AGREEMENT, WAIVER OF SUBROGATION AND CONTRIBUTION

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No. 22-7, Unarmed Transit Security Guard Services

Indemnitor(s): Allied Universal Security Services

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 22-7, Unarmed Transit Security Guard Services (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: Tad Garabedian *(Print)*	Name: Steve Claton *(Print)*
By: *(Signature)*	By: *(Signature)*
Title: Government Specialist	Title: President Southwest Region
Date: August 1, 2022	Date: August 1, 2022

EXHIBIT B: REFERENCES

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**	Riverside County Transportation Commission	
	Person of Contact:	George Salas	
	Phone Number:	951-453-5037	
	E-mail Address:	gsalas@bec-riv.org	
	Address:	4080 Lemon Street	
	City, State, Zip Code:	Riverside, CA 92501	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ 2.25M/year
		Award Date:	Been providing for over 10 years
		Term of Contract:	5 years
		Description of Work:	Security for transit agency.

2	**Project City/Agency/Other:**	Metrolink	
	Person of Contact:	Tinh Quach	
	Phone Number:	213-494-8386	
	E-mail Address:	QuachT@scrra.net	
	Address:	2704 N. Gary Ave.	
	City, State, Zip Code:	Pomona, CA 91767	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $4.8M/year
		Award Date:	May 2016 initially, 2020 new
		Term of Contract:	5 years
		Description of Work:	Security of transit agency

3	**Project City/Agency/Other:**	Orange County Sanitation District	
	Person of Contact:	Derek Harp	
	Phone Number:	714-593-7192	
	E-mail Address:	dharp@ocsd.com	
	Address:	10844 Ellis Ave.	
	City, State, Zip Code:	Fountain Valley, CA 92708	
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	$ $1.7M/year
		Award Date:	2019
		Term of Contract:	3 years
		Description of Work:	Security for critical infrastructure

EXHIBIT C: INSURANCE

Allied Universal's insurance requirements outlined in the contract documents can be obtained and will be carried out without reservation or exclusion should Allied Universal be awarded a contract pursuant to this RFP. A sample COI is attached below:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-22-23	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** Philadelphia.Certs@marsh.com
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Indian Harbor Insurance Company — 36940 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** National Fire & Marine Insurance Company — 20079 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006641027-12 **REVISION NUMBER:** 13

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 X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $	30,000,000 30,000,000 30,000,000 40,000,000 40,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $	5,000,000
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			42XSF10009009 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE $	$ $ $	10,000,000 10,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001203-06(AOS) RWR300120406(WI)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit SIR		2,000,000 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.
Workers' Compensation policy #RWD3001203-05 covers employees in the state of New York.

CERTIFICATE HOLDER	CANCELLATION
Allied Universal Topco, LLC 161 Washington Street, Suite 600 Conshohocken, PA 19428	**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 *Marsh USA Inc.*

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

EXHIBIT D: COST PROPOSAL SHEET

City of Montebello

Rate Card and Total Spend - Year 1

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$19.00	$28.12	$42.18	$245,656.32
Standard Officers	Metrolink, CA	168	$19.00	$28.12	$42.18	$245,656.32
Transit Officers	On Bus Lines, CA	336	$20.00	$29.60	$44.40	$517,171.20
Mobile Transit Security Supervisor	Mobile, CA	168	$23.00	$34.04	$51.06	$297,373.44
Sub-Total		840				$1,305,857.28

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$14,544.00
Sub-Total	$50,484.00

Grand Total	$1,356,341.28

City of Montebello

Rate Card and Total Spend - Year 2

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$20.00	$29.60	$44.40	$258,585.60
Standard Officers	Metrolink, CA	168	$20.00	$29.60	$44.40	$258,585.60
Transit Officers	On Bus Lines, CA	336	$21.00	$31.08	$46.62	$543,029.76
Mobile Transit Security Supervisor	Mobile, CA	168	$24.00	$35.52	$53.28	$310,302.72
Sub-Total		840				$1,370,503.68

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$15,416.64
Sub-Total	$51,356.64

Grand Total	$1,421,860.32

City of Montebello

Rate Card and Total Spend - Year 3

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	168	$21.00	$31.08	$46.62	$271,514.88
Standard Officers	Metrolink, CA	168	$21.00	$31.08	$46.62	$271,514.88
Transit Officers	On Bus Lines, CA	336	$22.00	$32.56	$48.84	$568,888.32
Mobile Transit Security Supervisor	Mobile, CA	168	$25.00	$37.00	$55.50	$323,232.00
Sub-Total		840				$1,435,150.08

Direct Bills (Estimate)	Annual Cost
(5) Heliaus at $199/month	$11,940.00
(1) Chevy Trax @ $2,000/month	$24,000.00
Holiday	$16,341.64
Sub-Total	$52,281.64

Grand Total	$1,487,431.72

Contact Information:

Name & Job Title:	Tad Garabedian Steve Claton
Business Name:	Allied Universal Security Services
Address:	765 The City Drive, Ste. 150
City, State, Zip Code:	Orange, CA 92868
Phone Number:	213-800-2996 (Tad) (714) 360-5077 (Steve)
E-mail Address:	tad.garabedian@aus.com Steve.claton@aus.com
Authorized Signature:	**Date:** August 1, 2022

The suggested deployment based on the proposed costs herein are as follows:

Montebello Bus Lines HQ: 1 officer on duty 24/7/365.

Metrolink Station: 1 officer on duty 24/7/365.

Bus Riding Specially Trained Transit Security Officers: Our proposal is based on the deployment of three (3) two (2) man teams being deployed each day. Schedule each day would be as follows:

Team 1 (two officers):	4:30am – 12:30pm	7 days/week
Team 2 (two officers):	9:30am – 5:30pm	7 days/week
Team 3 (two officers):	2:15pm – 10:15pm	7 days/week

Dedicated Mobile Supervisors: Dedicated mobile supervision will be provided 24/7/365. The mobile supervisor will be provided a company vehicle and will be responsible for providing 2 inspections per post per shift. The mobile supervisors will be available at all hours to assist static posts (HQ and Metrolink sites) as well as transit security officers with any issues encountered while riding bus lines.

HELIAUS: All posts will be equipped with our proprietary HELIAUS guard tour system.

The proposed plan took into consideration the overall spending for the City of Montebello. Allied Universal is proposing this plan as a basis for deployment discussion with the City. We welcome and encourage an open dialogue with the City to discuss increases or decreases in the proposed services.

EXHIBIT E: STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT E

STATEMENT OF
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Allied Universal Security Services is not a DBE and is not participating as such

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* X *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total $ N/A

% of Total Contract N/A

Signature: Date: August 1, 2022

EXHIBIT F: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

Unarmed Transit Security Guard Services RFP No. 22-7

Part II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name N/A	*Phone*	☐ < $1 million	N/A	☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Allied Universal Security Services is not planning on subcontracting any of the work under this contract and will be performing the services with our staff.

EXHIBIT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Universal Protection Service, LP d/b/a Allied Universal Security Services certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT **Universal Protection Service, LP d/b/a Allied Universal Security Services** CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Steve Claton, President Southwest Region of Universal Protection GP, Inc., General Partner
Signature and Title of Authorized Official

The undersigned chief legal counsel for **Universal Protection Service, LP d/b/a Allied Universal Security Services** hereby certifies that **Steve Claton, President Southwest Region of Universal Protection GP, Inc., General Partner ,** has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney David I. Buckman, General Counsel

Date: August 8, 2022

EXHIBIT H: PERFORMANCE GUARANTEE CERTIFICATION

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Contractor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

X Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Contractor's Name:	Allied Universal Security Services	
Authorized Signature:		
Title:	Government Specialist	President Southwest Region
Date:	August 1, 2022	August 1, 2022

Copy of Bid Bond found on following pages

EXHIBIT I: PERFORMANCE BOND

Fidelity and Deposit Company of Maryland
Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. **N/A**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Universal Protection Service, LLC dba Allied Universal Security Services**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **City of Montebello** as Obligee, (hereinafter called the "Obligee"), in the sum of **Ten Percent of Amount Bid** Dollars (**$10% of Amount Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **RFP No. 22-7, Unarmed Transit Security Guard Services**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **August** A.D. ,**2022**.

Universal Protection Service, LLC dba
Allied Universal Security Services

(SEAL)
Principal

Witness

By Nancy Peterson, Title EVP/General Counsel North America

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Melissa Lopez, *Witness*

By (SEAL)
Erik Johansson, Attorney-in-Fact

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On AUG 0 1 2022, before me, Albert Melendez, Notary Public,

personally appeared Erik Johansson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James W. JOHNSON, Frances LEFLER, kevin S. BOGART, Scott M. MILNE, Erik JOHANSSON, Melissa LOPEZ, Brittany ACEVES, Christina L. JOHNSON, Christina ROGERS of Tustin, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 04th day of January, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 04th day of January, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of August, 2022

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

PENNSYLVANIA WITNESSING OR ATTESTING A SIGNATURE

State of Pennsylvania

County of Montgomery

Signed (or attested) before me on August 3rd, 2022 (Date) by Nancy Peterson (Name(s) of Individual(s)).

Commonwealth of Pennsylvania - Notary Seal
Jeanine A. Marino, Notary Public
Montgomery County
My commission expires June 6, 2023
Commission number 1352162
Member, Pennsylvania Association of Notaries

Jeanine A. Marino
Signature of Notarial Officer

Jeanine A. Marino
Printed Name of Notarial Officer

Notary
Title of Office

Place Official Stamp/Notary Seal Above

My Commission Expires: 6/6/2023

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

EXHIBIT J: Irrevocable Standby Letter of Credit Certificate

EXHIBIT J

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the N/A, providing a Performance Bond (Title) of the

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K: BANK DRAFT

Unarmed Transit Security Guard Services RFP No. 22-7

EXHIBIT K

Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to N/A Providing a Bond (Name of Beneficiary) the sum of _____ Dollars ($)

Charge to the Account of _____ (Name of Issuing Bank) Irrevocable Standby Letter of

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXCEPTIONS

We note the requirement in Section 3 “Licensing and Permits” paragraph on page 17 of the RFP for the Contractor to be “bonded.” Is that a reference to a license bond or a fidelity bond? If it is the latter, the dishonest acts of our Allied Universal’s personnel are covered by Commercial Crime Insurance, but we do not bond our employees. We respectfully request that Commercial Crime Insurance be permitted to be substituted for fidelity bonding.

Allied Universal respectfully requests that Section 1 of the template Professional Services Agreement be revised to add the following as new Section 1.F on page 33 of the RFP to permit the Contractor to raise billing rates when and as needed to recoup increases in certain costs that are outside of the Contractor’s control:

- Rate Adjustments - Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the hourly billing rates set forth in **Exhibit “D”** shall be increased by a percentage equal to the percentage increase in Contractor’s costs resulting from the items set forth in this paragraph. Contractor will provide the City notice of such change in the hourly billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to the City as incurred or accrued and the City shall pay Contractor for such costs.”

Allied Universal respectfully requests that Section 2 of the template Professional Services Agreement on page 33 of the RFP be revised to add the following as the last sentence to clarify that extension of the term for any option year is contingent on agreement of the parties as to the hourly bill rates for such option year:

- “Anything to the contrary notwithstanding, extension of the term for either option year is contingent on agreement by the parties as to the hourly billing rates for such option year.”

Allied Universal respectfully requests that Section 8.B of the template Professional Services Agreement on page 35 of the RFP be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 90 days’ prior written notice to the City.

Allied Universal stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. We respectfully request that the provisions cited below be revised as follows to reflect those parameters:

- Section 14 of the template Professional Services Agreement on page 37 of the RFP:
  - On line 6, replace the phrase “arising out of” with the phrase “to the extent caused by.”

    - On lines 7-8, delete the phrase “except only liability arising out of the sole negligence of CITY” in its entirety.
- Exhibit A Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution:
    - On lines 5-6, replace the phrase “resulting from” with the phrase “to the extent caused by.”
    - Delete the following sentences in their entirety:
        - Second sentence beginning with the phrase “This indemnity” on line 10.
        - Sixth sentence beginning with the phrase “Notwithstanding the foregoing” on line 16.

We note the requirement of Professional E&O Liability insurance in the paragraph titled “Professional Errors and Omissions (E&O) Liability” in Section 15 of the template Professional Services Agreement on page 38 of the RFP. Allied Universal carries E&O insurance as part of the Commercial General Liability policy, and not as a standalone policy. We respectfully request that the following be added as the last sentence of the cited paragraph to reflect those parameters:

- “Such coverage may be combined with the Commercial General Liability limits.”

We note that the City requires that the City’s rights as an additional insured extend to the Contractor’s entire tower of insurance. Note Section 15 of the template Professional Services Agreement, the paragraph that immediately follows the paragraph titled “Professional Errors and Omissions (E&O) Liability” on page 38. Allied Universal is a large security provider and maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City’s desire for additional coverage, and therefore we propose a compromise whereby Commercial General Liability limits will be increased to $10 million per occurrence and Auto Liability limits will be increased to $5 million per accident in exchange for deletion of the cited paragraph. Is that compromise acceptable?

Allied Universal routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured “where required by written contract.” Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. We respectfully request that the provisions cited below be revised as follows to reflect those parameters:

- Section 15 of the template Professional Services Agreement, last paragraph on page 38 of the RFP:
    - Insert the following as the first sentence:
        - “The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of

CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance."

- On line 2, replace the word "naming" with the word "including."
- On line 3, insert the phrase "where required by written contract" at the end of the sentence after the phrase "additional insureds."
- Insert the following sentence before the phrase "All of the policies" on line 3:
  - "Coverage may be provided by a blanket endorsement that covers all additional insureds where required by written contract."

- Exhibit C "Insurance"
  - Delete the last sentence of Section F in its entirety.

October 14, 2022

Rohan Anderson
Senior Procurement Analyst
City of Montebello
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

RE: BAFO for RFP 22-7, Unarmed Transit Security Guard Services

Dear Rohan,

Thank you for inviting Allied Universal to meet with Montebello Bus Lines to discuss our proposal with respect to the Transit Security Guard Services RFP. Pursuant to our meeting and the subsequent request for a BAFO, Allied Universal is pleased to present the following modifications to the original proposal, including a new work schedule, proposed rates for the new schedule, and the overall spend that would apply to the new schedule. In addition we would like to present MBL a catalogue of various uniform styles and colors that we can provide under any new agreement.

New Proposed Officer Deployment and work schedule

Security Supervisor – M-Fri 6:30 am thru 10:30 pm (16hrs per day) ; Sat & Sun 10 am thru 6 pm (8hrs each day)
Security Officers HQ - M-Fri 6:30 am thru 10:30 pm (16hrs per day); No shifts on the weekends
Security Officers Metrolink – 24/7/365
Transit Officers - M-Fri 6:30 am thru 10:30 pm (16hrs per day) 2 teams of 2 ; Sat & Sun 10 am thru 6 pm (8hrs each day) one shift

Proposed HPW with Rates

City of Montebello

Rate Card and Total Spend - Year 1

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	80	$19.00	$28.12	$42.18	$116,979.20
Standard Officers	Metrolink, CA	168	$19.00	$28.12	$42.18	$245,656.32
Transit Officers	On Bus Lines, CA	192	$20.00	$29.60	$44.40	$295,526.40
Mobile Transit Security Supervisor	Mobile, CA	96	$23.00	$34.04	$51.06	$169,927.68
Sub-Total		536				$828,089.60

Direct Bills (Estimate)						Annual Cost
(4) Heliaus at $199/month						$9,552.00
(1) Chevy Trax @ $1,200/month						$14,400.00
Holiday						$9,222.86
Sub-Total						$33,174.86

Grand Total						$861,264.46

City of Montebello

Rate Card and Total Spend - Year 2

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	80	$20.00	$29.60	$44.40	$123,136.00
Standard Officers	Metrolink, CA	168	$20.00	$29.60	$44.40	$258,585.60
Transit Officers	On Bus Lines, CA	192	$21.00	$31.08	$46.62	$310,302.72
Mobile Transit Security Supervisor	Mobile, CA	96	$24.00	$35.52	$53.28	$177,315.84
Sub-Total		536				$869,340.16
Direct Bills (Estimate)						Annual Cost
(4) Heliaus at $199/month						$9,552.00
(1) Chevy Trax @ $1,200/month						$14,400.00
Holiday						$9,776.23
Sub-Total						$33,728.23
Grand Total						$903,068.39

City of Montebello

Rate Card and Total Spend - Year 3

Post	Site	HPW	Wage Rate	Bill Rate	Holiday / OT Rate	Annual Cost
Standard Officers	HQ, CA	80	$21.00	$31.08	$46.62	$129,292.80
Standard Officers	Metrolink, CA	168	$21.00	$31.08	$46.62	$271,514.88
Transit Officers	On Bus Lines, CA	192	$22.00	$32.56	$48.84	$325,079.04
Mobile Transit Security Supervisor	Mobile, CA	96	$25.00	$37.00	$55.50	$184,704.00
Sub-Total		536				$910,590.72
Direct Bills (Estimate)						Annual Cost
(4) Heliaus at $199/month						$9,552.00
(1) Chevy Trax @ $1,200/month						$14,400.00
Holiday						$10,362.81
Sub-Total						$34,314.81
Grand Total						$944,905.53

The above terms include fuel for vehicle being provided by MBL.

With respect to uniform choices, Allied Universal recommends our hard profile military style type uniform for the Headquarter facility as well as the Metrolink site. We recommend a softer polo style (Bike Patrol Polo) for the bus riding officers. Examples of the two types of uniforms are depicted in the attached uniform catalogue. While these are our recommendations, MBL can look through the attached catalogue for other options as well.

It has truly been our honor serving MBL and the City of Montebello. We look forward to the opportunity to grow our partnership under the new security deployments.

Sincerely,
Allied Universal Security Services

Tad Garabedian
Government Specialist

October 14, 2022

Rohan Anderson
Senior Procurement Analyst
City of Montebello
Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640

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City of Montebello

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Sub-Total						$33,174.86

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City of Montebello

Rate Card and Total Spend - Year 2

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City of Montebello

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Sincerely,
Allied Universal Security Services

Tad Garabedian
Government Specialist

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVAL TO PROVIDE RECRUITMENT INCENTIVES TO QUALIFIED FIREFIGHTERS/PARAMEDICS**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Lateral Bonus Recruitment Incentive Program to provide recruitment incentives for qualified Firefighter/Paramedics and referral bonuses to current employees; and
2. Take such additional, and related action that may be desirable.

FISCAL IMPACT:

Currently, the Fire Department has eight (8) vacant Firefighter/Paramedic positions (as of October 28, 2022). Using this number of vacancies and assuming all positions are filled by laterals, the following table provides an estimated cost of the proposed incentive program (assuming a total recruitment payment of $5,000 per Firefighter/Paramedic and $500 per referral).

Below is an estimated projected cost for the Lateral Bonus Recruitment Incentive:

Fire Department Positions	Number of Vacancies	Cost Per Position	Total
Firefighter/Paramedic (Lateral)	8	$5,000	$40,000
Referral Incentive	8	$500	$4,000
		Total (Estimate)	**$44,000**

This estimate could vary based upon personnel changes that may occur during the recruitment process – should the number of vacancies change compared to the number as of October 28, 2022. It should also be noted that payments to lateral employees and

referring employees will be paid based upon achieving specific milestones (e.g. upon hiring, completion of training, and completion of probationary employment period). As a result, incentive payments may be paid in subsequent fiscal years beyond Fiscal Year 2022-23. No budget adjustment action is needed at this point, as staff will monitor the number of lateral hires and the provision of incentive bonuses and their impact on the Fire Department budget. If necessary, subsequent action will be taken to amend the FY 2022-23 budget, and additional appropriations will be included in the FY 2023-24 budget if deemed necessary.

It is proposed this program remain in effect until June 30, 2023, with the decision to extend the program for one (1) additional year at the City Manager's discretion.

BACKGROUND/DISCUSSION:

Recruitment and retention for the fire service, especially in the rank of Firefighter/Paramedi, is extremely competitive throughout the county and state. All agencies are dealing with the shortage of personnel at all levels of fire suppression. Hiring incentives and referral bonuses are becoming a common practice among fire service agencies in and around Los Angeles County. It is imperative that the City of Montebello and the Montebello Fire Department stay on trend with surrounding agencies to recruit, hire and retain the best and most qualified candidates.

Addressing the shortage in fire personnel also allows the Department to participate and comply with its mutual-aid agreements (County and State), such as with the California Office of Emergency Services (Cal OES) and the California Fire Service and Rescue Emergency Aid Plan. Under the California Fire Assistance Agreement (CFAA), the CFAA negotiates the reimbursement mechanism for local government fire agency responses through the California Fire Service and Rescue Emergency Mutual Aid System. Above all it increases training opportunities for the City's fire personnel and helps boost staff morale that leads to retention and engagement.

The Fire Department is in the process of exploring various workforce solutions as it relates to recruitment, retention and engagement, including following best practices for creating a responsive, diverse, equitable and inclusive fire organization. The Department is working with all of its fire personnel (all-ranks) to explore creative and innovative approaches to improve recruitment, retention, training, expansion of programs and community engagement.

ENVIRONMENTAL IMPACT:

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.

ANALYSIS:

Hiring incentive practices would be a new recruitment tool for the Fire Department (a similar program was recently approved to assist with Police Department recruitment). However, surrounding agencies across the State have implemented similar recruitment incentive programs, and staff researched and collected the following information for comparative purposes:

Lateral Firefighter/Paramedics:

- San Jose Fire Department, $10,000 in two installments, $5,000 upon hiring, and $5,000 upon successful completion of probation.
- Hemet Fire Department, $3,000, plus carry-over 100 hours of sick time, $2,000 upon hiring, $1,000 upon completion of training.
- Culver City Fire Department, $5,000 in two installments, $2,500 at hiring and $2,500 upon completion of training.
- Colton Fire Department, $15,000 in three installments, $5,000 upon hiring, $5,000 upon completion of training and $5,000 upon successful completion of probation.

Suggested recruitment incentives for the City of Montebello's lateral Firefighter/Paramedic would be:

- $5,000 in two installments, $2,500 at hiring and $2,500 after successful completion of probation.
- If a lateral Firefighter/Paramedic is referred by a current City of Montebello employee (regardless of department or classification), a $500 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period.

The estimated total cost to put a Firefighter/Paramedic through the academy and the first-year training is approximately $100,000 (training, uniforms, turnouts, fire personnel safety equipment, etc.). The Fire Academy is an intense 6- week high stress setting that entry-level Firefighter/Paramedics often struggle to successfully complete. Lateral Firefighter/Paramedics have already completed an academy and passed the probation period at their respective departments.

SUMMARY:

Staff recommends that the City Council approve a program to establish recruitment and referral incentive bonuses for the recruitment and retention of Lateral Firefighter/Paramedics.

ATTACHMENT(S)

None

NEXT STEPS:

N/A

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVAL TO SUBMIT GRANT APPLICATION TO THE BOARD OF STATE AND COMMUNITY CORRECTIONS, PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the submission of the grant application for the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program currently has a funding opportunity to submit a competitive grant application to address cannabis related impacts to the community. If the City is successful in this grant application and is awarded funding, and once the amount of funding is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND/DISCUSSION:

California became the first state to allow medicinal cannabis use when voters passed the Compassionate Use Act in 1996. Today, cannabis is legal in California for both medicinal

and adult (recreational) use. In November of 2016, voters approved Proposition 64 (Prop 64), the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products would be appropriated for the Board of State and Community Corrections (BSCC) to make grant funding available to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.

On October 17, 2022, a total of $150,000,000 in available funding has been allocated for Cohort 3. The total available grant funds are made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account through fiscal year 2021-22. Successful applicants will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

The Fire Department, in partnership with the Police Department and the Planning and Community Department, will collaborate in developing an intra-department proposal seeking funding that will be used towards proposed activities/strategies that fall within the four (4) Project Purpose Areas (PPAs), 1) Youth Prevention and Intervention, 2) Public Health, 3) Public Safety, and 4) Environmental Impacts. The funding allows to either implement new activities, strategies, or programs, or expand existing activities, strategies, or programs. This additional funding would provide additional financial resources to actively invest in activities that will support Public Safety (Fire and Police) and Community Planning with an overall goal to better serve and protect our community.

The Departments are interested in exploring PPA 3, Public Safety refers to the welfare and protection of the general public, including but not limited to the prevention and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis. Activities that may be funded include but are not limited to: code enforcement; retail theft; public information and outreach; training efforts; law enforcement; community planning or development efforts; cannabis delivery compliance; protective safety equipment; update to technology systems (track & trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

ENVIRONMENTAL IMPACT:

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.

ANALYSIS:

N/A

SUMMARY:

That the City Council approve the submission of a grant proposal application for the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program. Should the City be successful in receiving the grant, subsequent City Council action will be presented to appropriate the grant funds and provide details on the exact use of the funding.

ATTACHMENT(S)

1. Attachment A - Guidelines, Proposition 64 Public Health and Safety

NEXT STEPS:

N/A

Proposition 64 Public Health and Safety Grant Program

REQUEST FOR PROPOSALS COHORT 3 INSTRUCTION PACKET

Eligible Applicants:
California Counties
California Cities

Grant Period: May 1, 2023 to April 30, 2028

RFP Released: October 17, 2022

Letters of Intent Due: November 18, 2022

Proposals Due: December 2, 2022

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, STE 200 ♦ SACRAMENTO CA 95833 ♦ WWW.BSCC.CA.GOV

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CONFIDENTIALITY NOTICE

All documents submitted as a part of the Proposition 64 Public Health and Safety Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: GRANT INFORMATION

Grant Program Background

In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act* (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated:

> *To the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation, or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.*

Total funding available for this Request for Proposals (RFP) for Cohort 3 is $150,000,000. The total available grant funds in this RFP is contingent on timely deposits made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account through fiscal year 2021-22. Successful applicants will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

Contact Information

This Request for Proposal (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Prop 64 PH&S Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to:
Prop64_Grant3@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP until December 2, 2022. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process, and the Prop 64 solicitation will be posted on the BSCC website and updated periodically through November 29, 2022.

Proposal Due Date and Submission Instructions

The Proposition 64 Public Health and Safety Grant Program, Cohort 3 Proposal Package submission is available through an online portal submission process. Applicants must submit proposals through the BSCC-Submittable online portal by **5:00 p.m. on December 2, 2022** at which time the portal will close and no longer accept applications.

Please allow sufficient time to begin and submit your application. If the BSCC does not receive a submission by 5:00 p.m. (PST) on December 2, 2022, the proposal **will not** be considered for funding. Applicants are strongly advised to submit proposals in advance of the due date and time to avoid disqualification.

Submission Instructions

READ THIS ENTIRE RFP DOCUMENT PRIOR TO INITIATING THE APPLICATION PROCESS. This RFP Instruction Packet contains all the necessary information to successfully complete and submit the Prop 64 application for Cohort 3.

As part of the online BSCC-Submittal Application process, applicants will be required to download several mandatory forms that must be completed, signed, and uploaded at specific prompts within the BSCC-Submittable Application prior to submission. These documents are available for download at: http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/.

1. Letter of Eligibility
2. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement
3. Criteria for Non-Governmental Organizations Receiving BSCC Funds
4. Letter(s) of Commitment – Sample
5. Project Work Plan
6. Governing Board Resolution – Sample (optional; not required for proposal submission)

The Prop 64 Grant Program, Cohort 3 RFP is accessible by clicking the "BSCC-Submittable Application" button located on the Prop 64 Grant Program Homepage at: http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/. You will be prompted to create a free Submittable account and log-in (or sign into an existing account) prior to accessing the online RFP. Additional RFP instructions are provided within the BSCC-Submittable Application. Note: Most of the fields within the RFP require information to be entered; therefore, the system will not allow application submission if all mandatory fields are not completed.

Once you have successfully submitted the proposal through the BSCC-Submittable Application process, you will receive an email acknowledging your application has been received.

If you experience any challenges submitting your Prop 64 Grant Program Cohort 3 RFP, please email the BSCC at: Prop64_Grant3@bscc.ca.gov. Be advised that applicants contacting the BSCC at the close of the submission due date/time may not receive timely responses. Please allow sufficient time for BSCC staff to provide technical assistance.

Bidders' Conference - Virtual

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidders' Conference. Details for the Bidders' Conference are listed below:

Proposition 64 Public Health and Safety Grant Program, Cohort 3 Bidders' Conference
Wednesday, November 9, 2022
1:30 p.m.
Via Zoom:
https://us02web.zoom.us/j/88155648005?pwd=cm9SNzh3bjZaMGo4dXVBU0MwYjBydz09

Meeting ID: 881 5564 8005
Passcode: 281824

We request that applicants who plan to attend the Bidders' Conference, RSVP by email with their name, title, and name of their agency/organization.

EMAIL RSVP to: Prop64_Grant3@bscc.ca.gov.

(Subject line: Prop 64 PH&S Grant Program Bidders' Conference)

Please note: The Prop 64 PH&S Grant Program Bidders' Conference will be recorded and posted to the BSCC website for future reference.

Lead Public Agency

All Prop 64 PH&S local government grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. LPA means a governmental agency with local authority of or within that county or city. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.

Letter of Intent

Applicants interested in applying for the Prop 64 PH&S Grant Program, Cohort 3 are asked, but are not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

There is no formal template for the letter, but it should include the following information:

- Name of the Applicant (city, county, or city and county),
- Name of the lead public agency (LPA),
- A brief statement indicating the county or city's intent to submit a proposal, and
- Name of a contact person.

Failure to submit a Letter of Intent is not grounds for disqualification. Similarly, prospective applicants that submit a Letter of Intent and decide later not to apply will not be penalized.

Please submit your non-binding Letter of Intent by November 18, 2022 via email:

Email Responses: Prop64_Grant3@bscc.ca.gov
(Subject line: Prop 64 Grant Letter of Intent)

Eligibility for Funding

Eligible applicants must be local governments that have not banned both indoor and outdoor commercial cannabis cultivation, or retail sale of marijuana or marijuana products.

Local governments awarded Proposition 64 PH&S Grant funds in previous RFPs are eligible to apply to this current solicitation (i.e., Cohort 3).

For purposes of this RFP, the following definitions apply:

"Local governments" means cities, counties, and cities and counties in the State of California.

"Ban the cultivation" means
Regulations, ordinances, or amendments to local government charters that prohibit both the:

- indoor commercial cannabis cultivation (including mixed light cultivation), and
- outdoor commercial cannabis cultivation,

within the local government's jurisdiction/authority that is not otherwise preempted by state law.

NOTE: Cultivation of cannabis is not banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial

cannabis cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cultivation, and outdoor commercial cannabis cultivation, activities within the local government's jurisdiction/authority (see Appendix A).

"Ban retail sale" means

- Regulations, ordinances, or amendments to local government charters that prohibit the local establishment or local operation of any or all businesses licensed under Division 10 (commencing with Section 26000) of the Business and Professions Code.
- Businesses must be allowed to have a physical presence (i.e., brick and mortar location) within the local government's jurisdiction/authority.

NOTE: Retail sale of cannabis is not banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government's jurisdiction/authority (see Appendix A).

Cannabis delivery services operating within the jurisdiction of a local government without a physical retail presence (i.e., brick and mortar location(s)) within that jurisdiction does not make the local government eligible for Prop 64 funding.

Local governments in California must meet the above eligibility criteria by December 2, 2022 to be considered for funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP and must maintain eligibility for the duration of the grant period.

Applicants are required to submit a Letter of Eligibility (as part of the RFP submittal process), detailing how the city, county, or city and county meets the above criteria, including the dates the regulations, ordinances, or amendments to local government charters became enacted/effective (see Appendix B). Jurisdictions *in the process* of legalizing the cultivation or retail sale of marijuana or marijuana products will be ineligible for current funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP.

Additionally, if a grant award is made to a city, county, or city and county (eligible at the time of award) but becomes ineligible post-award, the contract with the Grantee will be terminated and any remaining funds will cease to be disbursed for the rest of the contract term.

Applicants may want to review the data compiled by the Department of Cannabis Control (DCC) for their jurisdiction at: https://cannabis.ca.gov/cannabis-laws/where-cannabis-businesses-are-allowed/. The BSCC will not use this data to determine ineligibility; however, the BSCC may consider the information contained on the DCC's website to request additional eligibility information from the applicant.

Grant Program Description

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety

associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

Eligibility to Apply
Eligible applicants for Prop 64 PH&S Grant Program awards are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer;
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City;
- California City and County – Application must be submitted by the Board of Supervisors, the Chief Administrative Officer, or City Council;

Counties and cities previously awarded Proposition 64 PH&S Grant monies are eligible for Cohort 3 funding.

Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

Eligible Activities

Applicants must propose activities/strategies that fall within the four (4) Project Purpose Areas (PPAs) defined below. Applicants may either implement new activities, strategies, or programs, *OR* expand existing activities, strategies, or programs (without the supplantation of funds – see Supplanting definition on page 12).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Applicants must identify and address one (1) or more of the PPAs listed as it relates to the local impact of legalizing cannabis in California. Project activities, strategies, and programmatic efforts may overlap within the listed PPAs. Each identified PPA activity, strategy, and programmatic effort does not have to relate to another identified PPA need(s). All project activities, strategies, and programmatic efforts must be associated with the implementation of AUMA (i.e., local impacts due to the legalization of cannabis in California).

Prop 64 PH&S Grant Program Project Purpose Areas (PPAs)

PPA 1: Youth Development/Youth Prevention and Intervention

For the purposes of this RFP, youth are defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

Youth development programs should be designed to improve the lives of children and adolescents by meeting their basic physical, developmental, and social needs and by helping them to build the competencies needed to become successful adults.

Youth Prevention and Intervention programs should address preventing youth substance use and addiction and/or intervening to promote healthy behaviors and environments while minimizing illness, injury, and other harms associated with substance use. Approaches may include preventing exposure, preventing youth from progressing from substance use to misuse, and preventing the onset of addiction, overdose, and other harms associated with misuse.

Youth development/youth prevention and intervention programs should be trauma-informed, culturally relevant, developmentally appropriate, community-driven, and promising / evidence-based (refer to Appendix A and Appendix C). These programs are intentional, prosocial approaches that engage youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their strengths. Programs for youth should increase the individual's protective factors (e.g., positive family support; caring adults; positive peer groups; strong sense of self/self-esteem, and engagement in school and community activities).

Activities that may be funded include but are not limited to: peer mentoring or community-based mentoring; job training/apprenticeships; cannabis substance use education; cannabis substance use treatment; prosocial activities; juvenile record expungement; and youth outreach programs.

It is highly encouraged that applicants consider including a youth component as part of their overall project strategy; however, it is not mandatory.

PPA 2: Public Health

Public health refers to activities for protecting the safety and improving the health of communities through education, policy/infrastructure making, and research for the safety of the community.

Activities that may be funded include but are not limited to: public health training and education; public information and outreach; inspection and enforcement of cannabis businesses; behavioral and mental health treatment; cannabis product safety; testing/safety equipment; pesticide impact efforts; drinking and waste water system updates; air quality efforts; and other environmental-system updates.

PPA 3: Public Safety

Public Safety refers to the welfare and protection of the general public, including but not limited to the prevention and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis.

Activities that may be funded include but are not limited to: code enforcement; retail theft; public information and outreach; training efforts; law enforcement; community planning or development efforts; cannabis delivery compliance; protective safety equipment; update to technology systems (track & trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

PPA 4: Environmental Impacts

Environmental impact refers to the prevention of human injury and promoting well-being by identifying and evaluating environmental resources and hazardous agents by limiting exposures to hazardous physical, chemical, and biological agents in air, water, soil, food, and other environmental media or settings that may adversely affect human health.

Activities that may be funded include but are not limited to: technology/software; odor abatement; nuisance abatement; forest management; hazardous clean-up; sediment testing; water systems and storage; cultivation code enforcement; aquatic protections; fire protections; and pesticide impacts.

General BSCC Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix D for a sample contract (State of California: Contract and General Terms and Conditions).

The Grant Agreement start date is expected to be May 1, 2023. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances should not begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board Resolution

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix E. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Prop 64 PH&S Grant before a fully executed grant agreement can be completed.

Funding Awards
Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Audit Requirements
Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to $25,000.

In addition, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, the Bureau of State Audits, Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Quarterly Progress Reports
Grant award recipients are required to submit quarterly progress reports (QPRs) to the BSCC. QPRs are a critical element in BSCC's monitoring and oversight process. Grantees who are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to the withholding of funds. Once grants are awarded, the BSCC will work with grantees to create custom QPRs.

Grantee Orientation Process
Following the start of the grant period, BSCC staff will conduct a Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the program requirements, invoicing and modification processes, data collection and reporting requirements, evaluation requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. *If an in-person training is scheduled, Grant recipients may use Prop 64 PH&S Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include potential travel costs in the budget section of the proposal under the "Other" category for this event.

Travel
Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct

expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Agreement, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government
Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Non-Governmental Organizations (NGOs)
An NGO receiving BSCC funds must use the California State travel and per diem policy, unless the grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.

Out-of-State Travel
Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, grantees must submit to the BSCC a separate formal request (on grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: https://oag.ca.gov/ab1887.

Debarment, Fraud, Theft, or Embezzlement
It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the BSCC will not enter into contracts or provide disbursements or reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the grant contract.

The BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete Appendix F certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Compliance Monitoring Visits
BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample monitoring visit checklist is contained in Appendix G.

Project Funding Information

Grant Period
Successful proposals will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

However, additional time (May 1, 2028 through October 31, 2028) is included in the term of the contract for the sole purposes of:

1) Finalizing and submitting a required Local Evaluation Report, and
2) Finalizing and submitting a required financial audit.

Funding Amount
A total of $150,000,000 in state funding is available for local projects through this RFP, contingent on timely deposits to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. The maximum amount for which any eligible single applicant may apply is $3 million.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all five (5) years of the grant cycle. For example, if an applicant is requesting the maximum award amount of $3,000,000, the budget detail must clearly illustrate how that $3,000,000 will be allocated across the entire five (5) years (see Budget Section for instructions).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Funding Distribution and Funding Thresholds

The total available funding of $150,000,000 will be awarded within four categories and applicants will only compete with other applicants within that category. Recognizing that different sized jurisdictions have different capacities, resources, and needs, these categories were established so a percentage of the overall available funding will be set aside for small, medium, and large counties (and cities within those counties). The categories and amounts available for each are as follows:

1. Small counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds, which equates to $30,000,000.
2. Medium counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to $30,000,000.
3. Large counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to $30,000,000.

The categorization of counties as small, medium, or large is based on county population figures published by the California Department of Finance (see Appendix H). Cities will be categorized based on the county they are located.

The remaining 40 percent (40%) of the total Prop 64 PH&S grant funds will be used to fund the overall highest-rated proposals not funded through the small, medium, and large county set-aside categories.

4. The highest rated proposals that did not receive an award under the above categories will compete for the remaining 40 percent (40%), or $60,000,000, regardless of county size category.

Funds in the small, medium, and large categories will be awarded first. Should there be a proposal that is only partially funded through a county-size category due to not having sufficient funds for a full proposal request, those proposals will be fully funded first using funds within the 40 percent (40%) category.

If there are not sufficient qualified applicants in any set-aside county-size category to exhaust all funds, those funds will be used to augment the 40 percent (40%) highest-rated category.

Minimum Score

Applicants must receive at least **50%** of the total points available to be considered for funding (i.e., qualified applicants). See Rating Factors, page 15.

Match Requirement

The Prop 64 PH&S Grant Program does not require matching and/or leveraged funds.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

Supplanting is strictly prohibited for all BSCC grants. BSCC grant funds shall be used to support new program activities or to augment existing funds which expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Project Evaluation Requirements

In addition to quarterly progress reports (QPRs), projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan and (2) a Local Evaluation Report.

Local Evaluation Plan - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix I for a sample of evaluation components.

Local Evaluation Report - Following project completion, grantees are required to complete a final Local Evaluation Report (LER) which must be in a format prescribed by the BSCC. The purpose of the final LER is to determine whether the overall project was effective in meeting the goals laid out in the LEP. To do this, the grantee must assess and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the LER will be made available to successful applicants.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Prop 64 PH&S Grant Program monies and should be identified within the applicant's proposed budget.

BSCC Executive Steering Committee Process

Prop 64 PH&S Grant Program Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision-making related to the Board's programs. These committees are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs and Advisory Groups - in breadth of experience, geography, and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks including the development of RFPs for grant funds. The Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The Prop 64 PH&S Grant Program ESC included subject matter experts on education, public health and safety, environmental impacts, law enforcement, fire protection, cannabis licensing and cultivation, substance use, mental health, and the criminal and juvenile justice systems. A list of ESC members can be found in Appendix J.

Prop 64 PH&S Grant Program Scoring Panel

The BSCC will be using a Scoring Panel process to complete the reading and rating of proposals, and to develop scoring recommendations for the BSCC Board.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced Prop 64 PH&S Grant Program Scoring Panel from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Grant Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Scoring Panel membership will be posted to the BSCC website no later than January 2023.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Within 2 hours of submission of a proposal, applicants will receive a confirmation response from the BSCC stating the proposal has been received.

Disqualification – PLEASE READ THOROUGHLY

"Disqualification" means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

The following will result in a **disqualification**:

- The applicant is not a county or a city in California.
- The applicant does not meet the eligibility criteria for the Prop 64 PH&S Grant funding (see Eligibility for Funding, page 4).

- The funding request for the application is more than $3 million.
- The complete proposal package was not submitted using the BSCC-Submittable Application process as provided within the instructions on page 3.
- A complete proposal package, including all required uploaded documents, is not received by 5:00 p.m. on Friday, December 2, 2022.
    - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement– completed and signed
    - Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds– completed and signed
    - Letter of Eligibility- completed and signed
    - Letter(s) of Commitment
    - Project Work Plan

Rating Process
Unless disqualified, proposals will advance to the Proposal Rating Process. The Prop 64 PH&S Grant Program, Cohort 3 Scoring Panel members will read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The Scoring Panel members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on April 13, 2023. Applicants and partners are not to contact members of the Scoring Panel nor the BSCC Board to discuss proposals.

Rating Factors
The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their proposal. The ESC assigned a percent value to each of the Rating Factors, correlating to its importance (see Percent of Total Value column).

Prop 64 PH&S Grant Program Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	**25%**	50
2	Project Description	0 - 5	**50%**	100
3	Project Evaluation	0 - 5	**15%**	30
4	Project Budget	0 - 5	**10%**	20
Maximum Rating Factor Score:			**100%**	**200**

Raters will score an applicant's response in each of the Rating Factor categories on a scale of 0-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the "Percent of Total Value" column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall proposal score.

Threshold/Minimum Score

A proposal must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding. Total points equal the weighted score plus preference points.

Scoring Rubric for 0-5 Point Range

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal (RFP) package for the Prop 64 PH&S Grant Program, Cohort 3. Instructions for submission via the BSCC-Submittable Application portal are on page 3 of this document.

- Proposal Abstract
- Proposal Narrative Section
    1. Project Need
    2. Project Description and Project Work Plan (upload attachment)
    3. Project Evaluation
- Project Budget Table and Budget Narrative (upload attachment)
- Additional Request for Proposals Information, optional (upload attachment)
- Required RFP Attachments (upload attachments)

    1. Letter of Eligibility
    2. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
    3. Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds
    4. Letter(s) of Commitment – Sample
    5. *Governing Board Resolution – Sample (optional; not required for proposal submission)*

Proposal Abstract

Instructions: The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the Proposal.

Proposal Narrative

The Proposal Narrative must address the Project Need, Project Description, and Project Evaluation sections. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP- Additional Information attachment (uploaded attachment).

It is up to the applicant to determine how best to use the 28,000 character limit in addressing each RFP section. Character limits include all letters/numbers, punctuation, and spaces.

Within each narrative section, address the following items in a cohesive, comprehensive, and concise narrative format.

Rating Criteria for Project Need
Percent of Total Value: 25%

Address the rating factor for Project Need in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Need: The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Project Need are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that is to be evaluated.	
1.1	Describe the need(s) related to the impact of the passage of Proposition 64.
1.2a	Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 - Youth Development/Youth Prevention and Intervention.
1.2b	Demonstrate how the need(s) is related to other PPA(s) selected (if applicable).
1.3	Provide local service gaps that contribute to the need for the proposed Proposition 64 project are identified.
1.4	Provide relevant local qualitative and/or quantitative data with citations in support of the Prop 64 PH&S project need(s).
1.5	Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g., community, public, private).

Rating Criteria for Project Description Percent of Total Value: 50%

Address the rating factor for Project Description in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Description: The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
2.1	Describe the proposed project that will address the need(s) discussed in the Project Needs section. The description should: • Describe the components of the proposed project that links to each PPA, as applicable. • Describe the target area and/or population which will be the focus of the project, including how and why it was selected. • If applicable, provide an estimate of how many individuals will be served and the process for determining which services/activities an individual/group will receive.
2.2	Describe the proposed Proposition 64 project goals and objectives and the impact that includes the relationship to the need and intent of the Proposition 64 Grant. • Provide a completed Work Plan (Appendix L- Sample) that is appropriate for the proposed project and aligns with the need and intent of the Proposition 64 Grant. The plan identifies the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates. The work plan addresses selected PPAs (as applicable) that are related to the need and intent of the grant.
2.3	Provide rationale for the proposed Proposition 64 project which includes: • The selection of evidence-based, promising, informed, or innovative practices, interventions, and services. • A description of relevant evidence or research to support the selection of the proposed program for the target population and the community.
2.4	Describe the extent to which the proposed project will utilize existing resources or projects.
2.5	Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project [include partners' Letter(s) of Commitment, if applicable]. If partners are to be selected after the grant is awarded, then specify the process and criteria for selecting those partners.
2.6	Provide a Project Work Plan (Appendix L- Sample) that: • Identifies the project's goals and measurable objectives (see Appendix A for definitions) that addresses identified PPAs (as applicable) that are related to the need and intent of the grant. • Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates. • Is appropriate to the proposed project.

Rating Criteria for Project Evaluation Percent of Total Value: 15%

Address the rating factor for Project Evaluation in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Evaluation: The applicant described how it will evaluate the effectiveness of the proposed project. The elements that are to comprise the Project Evaluation are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
3.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities will be incorporated in the various phases of the project (e.g., start-up, implementation, service delivery period).
3.2	Identify process and outcome measures that are quantifiable and in line with the intent of the proposal and the objectives listed in the Work Plan.
3.3	Describe the preliminary plan for monitoring the project to ensure that the project components are implemented as intended.
3.4	Describe the preliminary plan for how to collect and evaluate baseline and outcome data related to the process and outcome measures identified in 3.2. Describe a plan for entering into data sharing agreements, if necessary.
3.5	Describe the research design or methodology that will allow for an assessment of whether the strategy implemented achieved the intended outcomes.

Proposal Budget

Rating Criteria for Project Budget Percent of Total Value: 10%

Address the rating factor for Project Budget in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Budget: The applicant provided budget information for the proposed project. The elements that are to comprise the Project Budget are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
4.1	Provide a complete Budget Table as appropriate for the proposed project.
4.2	Provide budget narrative that • explains and supports each identified expense. • justifies expenses as appropriate for the project's goals and planned activities within the selected PPA(s), as applicable.

The Budget Attachment sections must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Section. All project costs must be directly related to the objectives and activities of the project demonstrating how the funds will be used to address the local need(s) due to the impact of legalizing cannabis in California. The Budget Table must cover the entire five (5) year grant period. Estimates beyond Year 1 of the grant are acceptable. The Proposal Budget and Budget Narrative document must be uploaded into the BSCC-Submittable Application when prompted.

For additional guidance related to grant budgets, refer to the *July 2020 BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page: http://www.bscc.ca.gov/s_correctionsplanningandprograms/

Additional RFP Information

Applicants may include a maximum of two (2) additional numbered pages to the Proposal Package. This document may **only** include endnotes, tables, charts, graphs and/or graphics, must be cited/referenced within the Proposal Narrative, must directly support the Proposal Narrative, and be legible. This document will be optional and can be uploaded into the BSCC-Submittable Application when prompted. If more than two (2) pages are submitted, only the first two (2) pages will go forward to the raters.

RFP Mandatory Documents

The following documents must be uploaded in the BSCC-Submittable application when prompted.

Letter(s) of Commitment
Applicants must include at least one (1) Letter of Commitment as part of the application package. A Letter(s) of Commitment should express, not only support for the proposed project, but also the author's specific commitment toward ensuring the overall success of the project. There is no required format for the Letter(s) of Commitment; however, each letter must:

- ✓ be on the collaborating partner organization's letterhead
- ✓ detail the roles and responsibilities of the partnering agency within the Prop 64 PH&S Grant Program, Cohort 3.

Letter of Eligibility
Applicants must provide a Letter of Eligibility detailing how the county or city meets the eligibility criteria (page 4), There is no required format for the Letter of Eligibility. An applicant may use the fillable form provided online or may create it own (see Appendix B in this document as a sample). However, if an applicant creates its own letter, it must:

- ✓ Be on the county or city letterhead
- ✓ Include the titles of the regulations, ordinances, or amendments to local government charters
- ✓ Include the dates the regulations, ordinances, or amendments to local government charters became enacted/effective

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
Please see Appendix F as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds
Please see Appendix K as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

Project Work Plan
Please see Appendix L as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

Governing Board Resolution (Optional)
Please see Appendix E as a sample. An entity's Governing Board's Resolution is optional for upload at the time of application.

APPENDICES

APPENDIX A
Glossary of Terms – Prop 64 PH&S Grant, Cohort 3

DEFINITIONS FOR THE PURPOSES OF THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT, COHORT 3

Ban
Ban is to prohibit, forbid, or bar by a local government.

For the purposes of this RFP, if *both* cultivation activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Cultivation
- ✓ All indoor commercial cultivation (including mixed light cultivation)
- ✓ All outdoor commercial cultivation

NOTE: Cultivation of cannabis is not considered banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cannabis cultivation, and all outdoor commercial cannabis cultivation, within the local government's jurisdiction/authority.

For the purposes of this RFP, if *either* of the retail sale activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Retail Sale
- ✓ Prohibiting establishment of business licensed under Division 10 of the Business and Professions Code
- ✓ Prohibiting operation of businesses licensed under Division 10 of the Business and Professions Code

NOTE: Retail sale of cannabis is not considered banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government's jurisdiction/authority.

Community-Based Organization
A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In the context of the Prop 64 PH&S Grant Program, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services individuals that are at risk of involvement or already involved with the justice system. In this RFP, CBOs and nonprofit organizations are referred to as NGOs or Non-Governmental Organizations.

Community-Driven
Community-driven practices are programs and strategies that are derived from the traditional practices of a particular racial, ethnic, or cultural community and have been determined effective by the community.

Cultural Relevance
Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives Prop 64 PH&S Grant funds should utilize programs, practices, and approaches that embed cultural relevancy.

Developmentally Appropriate
A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

Evidence-based / Promising Practices
Evidence-based practices are programs and strategies that have been found effective at improving positive or preventing negative health outcomes, using rigorous scientific research methods. Programs and strategies may be evidence-based across all populations, or only for particular cultures and identities.

Promising practices are programs and strategies that have shown some positive results and potential for improving desired health outcomes. They may have evidence from use in real-world settings, a strong theoretical framework, and/or expert opinion, but have not been fully replicated in scientific studies. Depending on the level of scientific evidence, these are sometimes referred to as "evidence-informed," "research-supported," or "emerging" practices.

Applicants may find it helpful to review the information on evidence-based practices in Appendix C of this RFP as well as in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at: https://www.samhsa.gov/ebp-resource-center.

Financial Audit
A financial audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

Mixed Light Cultivation
Mixed light cultivation occurs within a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure and uses a combination of natural and supplemental artificial lighting.

Service Need Determination
In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-

informed, culturally relevant and developmentally appropriate. Approaches could include, but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and how youth will be matched with specific services that provide those benefits.

Trauma
Trauma is an experience that causes intense physical and psychological stress reactions. It can refer to a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, cognitive, or spiritual well-being.

Trauma-Informed
A Trauma-Informed approach is one in which all parties involved recognize and respond appropriately to the impact of traumatic stress designed to the youth's individual needs and ensure the physical and psychological safety of all youth, family members, and staff. Trauma-informed care is an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.

Youth
Youth is defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

EVALUATIVE TERMS

Local Evaluation Plan and Local Evaluation Report[1]
The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program achieved its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

[1]Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf.

Goal versus Objective

Goals and objectives are necessary components of the Local Evaluation Plan and the Project Work Plan. These common terms are sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program[2].

Examples of goal statements[3]:

- To reduce the number of youths who commit serious offenses.
- To reduce the number of youths who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.
- To make improvements in academic behavior and/or achievement.
- To reduce rates of youth substance use in the target area.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:[4]

1) Direction – the expected change or accomplishment (e.g., improve, maintain);
2) Timeframe – when the objective will be achieved; and
3) Target Population – who is affected by the objective.

Examples of program objectives:[5]

- By the end of the program, drug-addicted youth will recognize the long-term consequences of drug use.
- To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure their accountability and the community's safety.
- To ensure the youth in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.
- To improve the self-discipline and study habits of youth enrolled.

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[2] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition).* Retrieved from http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf. *See also* New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program.* Retrieved from http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm.

[3] *Id. at p. 4.*

[4] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf.

[5] *Id.*

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.[6] Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990[7]; Cullen and Gendreau, 2000[8]; Lipsey 1999[9]), several "principles of effective intervention" have been identified. These principles can be briefly categorized as the following:

- Assess Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
    - Risk Principle
    - Needs Principle
    - Responsivity Principle
    - Dosage
    - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

TERMS DEFINED BY THE PROPOSITION 64 INITIATIVE

Cannabis means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

Cannabis accessories means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. (Health & Saf. Code, § 11018.2.)

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[6] For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. Offender rehabilitation: Effective correctional intervention. Brookfield, Vt.: Ashgate Darthmouth.

[7] Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. Criminology 28(3):369-404.

[8] Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

[9] Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? The Annuals of the American Academy of Political and Social Science, 564(2):142-166.

Cannabis products means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. (Health & Saf. Code, § 11018.1.)

Commercial marijuana activity includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products as provided for in this division.

Cultivation means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

Delivery means the commercial transfer of marijuana or marijuana products to a customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

Distribution means the procurement, sale, and transport of marijuana and marijuana products between entities licensed pursuant to this division.

License means a state license issued under Section 26001 of the Business and Professions Code.

Licensee means any person or entity holding a license under Section 26001 of the Business and Professions Code.

Licensing authority means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the licensee.

Local government (jurisdiction) means a city, county, or city and county.

Manufacture means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

Manufacturer means a person that conducts the production, preparation, propagation, or compounding of marijuana or marijuana products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages marijuana or marijuana products or labels or re-labels its container, that holds a state license pursuant to this division.

Marijuana has the same meaning as Cannabis (see above).

Nursery means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of marijuana.

Operation means any act for which licensure is required under the provisions of this division, or any commercial transfer of marijuana or marijuana products.

Package means any container or receptacle used for holding marijuana or marijuana products.

Purchaser means the customer who is engaged in a transaction with a licensee for purposes of obtaining marijuana or marijuana products.

Sell, sale, and to sell includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.

APPENDIX B
SAMPLE: Letter of Eligibility

Before grants can be awarded funds and receive an executed contract under the Proposition 64 Public Health and Safety Grant Program, Cohort 3, the applying local jurisdiction (and all jurisdictions within a collaborative proposal) must assure they do not ban the following activities. Below is sample assurance language that, at a minimum, must be included in the Letter of Eligibility submitted to the Board of State and Community Corrections. Applicants may use the form provided by the BSCC or create their own. However, Appendix B must be uploaded as part of the Proposition 64 Public Health and Safety Grant Program, Cohort 3 application through Submittable.

As an applicant, our jurisdiction(s) does not ban (i.e., prohibit, forbid, or bar):

☐ All indoor commercial cannabis cultivation (including mixed light cultivation)

Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>.*

☐ All outdoor commercial cannabis cultivation

Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>.*

☐ Establishment of business(es) licensed under Division 10 of the Business and Professions Code

Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>.*

☐ Operation of businesses licensed under Division 10 of the Business and Professions Code

Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>.*

SAMPLE

Documentation detailed above will be provided to the BSCC upon request.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**		
NAME OF AUTHORIZED OFFICER	TITLE	
STREET ADDRESS		
CITY	STATE	ZIP CODE
TELEPHONE NUMBER	EMAIL ADDRESS	
AUTHORIZED OFFICER SIGNATURE (**Blue Ink Only or E-signature**) **X**		DATE

APPENDIX C
Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention
http://www.colorado.edu/cspv/blueprints/index.html

Board of State and Community Corrections
http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions
http://www.cibhs.org/evidence-based-practices-0

Coalition for Evidence-Based Policy
http://evidencebasedprograms.org/

CrimeSolutions.gov
http://www.crimesolutions.gov/

Evaluating Drug Control and System Improvement Projects
Guidelines for Project Supported by the Bureau of Justice Assistance
https://www.bja.gov/evaluation/guide/documents/nijguide.html

Justice Research and Statistic Association
http://www.jrsa.org/

National Child Traumatic Stress Network
https://www.NCTSN.Org

National Criminal Justice Reference Service (NCJRS)
"Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice." A report prepared by Peter Greenwood, Ph.D., for the California Governor's Office of Gang and Youth Violence Policy, 2010.
https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934

National Institute of Corrections
http://nicic.gov/Library/

National Reentry Resource Center
http://nationalreentryresourcecenter.org/

Office of Justice Programs – Crime Solutions.gov
http://www.CrimeSolutions.gov

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
http://www.ojjdp.gov/mpg/

Promising Practices Network
http://www.promisingpractices.net/

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf

Substance Abuse and Mental Health Services Administration
https://www.samhsa.gov/ebp-resource-center

The National Documentation Centre on Drug Use
http://www.drugsandalcohol.ie/3820//

Washington State Institute for Public Policy
http://www.wsipp.wa.gov/

APPENDIX D
SAMPLE: Grant Agreement

STANDARD AGREEMENT STD 213 (Rev 03/2019)	AGREEMENT NUMBER **BSCC XXX-23**	PURCHASING AUTHORIITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028

3. The maximum amount of this Agreement is:

$3,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals, Cohort 3	*xx
Attachment 2	Prop 64 PH&S Grant Proposal	xx
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

** This item is hereby incorporated by reference and can be viewed at:* xxxxxxxxx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE ✍	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
RICARDO GOODRIDGE	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE ✍	DATE SIGNED		

SAMPLE

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and _____ (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Years 2020-21 and 2021-22 State Budgets includes funding in the amount of $150,000,000 million for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3, to be administered by the Board of State and Community Corrections (BSCC).

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:

Designated Financial Officer authorized to receive warrants:

Name:
Title:
Address:
Phone:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:
Email:

SAMPLE

EXHIBIT A: SCOPE OF WORK

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he/she/they have full legal authority to bind the entity for which they sign.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 31, 2025	May 15, 2025
9. April 1, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Note: *Project activity period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Final Local Evaluation Report and the financial audit only.*

B. **Evaluation Documents**	**Due no later than:**
1. Local Evaluation Plan	August 1, 2023
2. Final Local Evaluation Report	October 31, 2028

C. **Other**	**Due no later than:**
Financial Audit	October 31, 2028

SAMPLE

EXHIBIT A: SCOPE OF WORK

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

SAMPLE

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (See Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 3 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.

B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 31, 2025	May 15, 2025
9. April 1, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Final Invoicing Periods*:	Due no later than:
1. May 1, 2028 to June 30, 2028	August 15, 2028
2. July 1, 2028 to October 31, 2028	December 15, 2028

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2028, and included on the invoice due June 15, 2028. Project expenditures incurred after April 30, 2028 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1. 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.

D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1. 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3)(C).

B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals, Cohort 3, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

SAMPLE

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;

2) submittal and approval of the final progress report; and

3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED
1. Salaries and Benefits	$
2. Services and Supplies	$
3. Professional Services	$
4. Non-Governmental Organizations (NGO) Contracts	$
5. Equipment / Fixed Assets	$
6. Data Collection / Enhancement	$
7. Program Evaluation	$
8. Sustainability Planning	$
9. Other (include travel & training costs)	$
10. Financial Audit	$
11. Indirect Costs / Administrative Overhead	
TOTAL	**$**

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, Department of Finance or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

SAMPLE

EXHIBIT D

SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Program, Cohort 3 RFP and described in Contract Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

SAMPLE

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to $25,000.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or

SAMPLE

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications;

3) failure to provide the required local match share of the total project costs; and

4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

SAMPLE

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver

SAMPLE

APPENDIX E
SAMPLE: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

SAMPLE

WHEREAS the ***(insert name of Local Government)*** desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Local Government)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

APPENDIX F
Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

SAMPLE

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE ((**Blue Ink Only or E-signature**)) **X**			DATE

APPENDIX G
SAMPLE: BSCC Comprehensive Monitoring Visit Tool

Corrections Planning and Grant Programs Division

COMPREHENSIVE MONITORING VISIT (CMV) TOOL SAMPLE

Grantee:

Award Year: 1 ☐ 2 ☐ 3 ☐ 4 ☐
(as applicable)

Grant Program:

Federal Funds: ☐ **State Funds:** ☐

Contract Number:

Grant Amount:

Project Title:

Project Director:

Financial Officer:

Project Director Phone:

Financial Officer Phone:

Project Director E-Mail:

Financial Officer E-mail:

Field Representative:

Date of Visit:

SAMPLE

Persons Interviewed During the Monitoring (Name, Title, Agency):

Project Sites Visited (Name, Address):

Project Summary:

I. ADMINISTRATIVE REVIEW

1. Executed Agreement
The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable). **Yes ☐ No ☐**

2. BSCC Grant Administration Guide
The Grantee has a copy of the BSCC Grant Administration Guide readily available, and staff know how to use it (e-file is acceptable). **Yes ☐ No ☐**

3. Organizational Chart
The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant. **Yes ☐ No ☐**

4. Duty Statements
The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* **Yes ☐ No ☐**

5. Timesheets
5a. The Grantee maintains timesheets on all staff charged to the grant. Note: Estimates and/or percentages are not acceptable.
Yes ☐ No ☐

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions.
Note: Estimates and/or percentages are not acceptable. **Yes ☐ No ☐ N/A ☐**

SAMPLE

6. Staff Positions
All authorized positions are filled and performing grant-related duties.
Yes ☐ No ☐

If no, list all unfilled positions and explanations for vacancies in the Administrative Review Comments section.

7. Anticipated Changes
Are there any anticipated changes to staff or the project? **Yes ☐ No ☐**
If yes, explain in the Administrative Review Comments section.

8. Subcontracts
8a. Does this grant provide for subcontracted services? **Yes ☐ No ☐**
If yes, list subcontracts awarded in the Administrative Review Comments section.

8b. Copies of the subcontract awards are contained within the official project file.
Yes ☐ No ☐ N/A ☐

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). **Yes ☐ No ☐ N/A ☐**

8d. Subcontracts appear to be following conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant. **Yes ☐ No ☐ N/A ☐**

9. Budget Modifications

9a. Copies of project budget modifications are maintained in the official file.

Yes ☐ No ☐ N/A ☐

9b. Were there any substantial modifications made that were not approved by the BSCC? **Yes ☐ No ☐**

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

The Grantee maintains a Fidelity Bond (applicable for non-governmental entities only).

Yes ☐ No ☐ N/A ☐

SAMPLE

Field Representative Comments for Administrative Review Section:
Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

(for all federal grants; as applicable to state-funded programs)

1. Equal Employment Opportunity Plan

1a. The Grantee has an Equal Employment Opportunity Plan (EEOP) on file for review.

Yes ☐ No ☐

1b. If yes, on what date did the Grantee prepare the EEOP?

2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and $750,000 or more in federal funds)? **Yes ☐ No ☐ N/A ☐**

2b. If yes, on what date did the Grantee submit the EEOP Short Form?

3. **Notification to Program Participants**
   How does the Grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)? ***Explain in Civil Rights Review Comments section.***

4. **Notification to Employees**
   How does the Grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)?
   Explain in Civil Rights Review Comments section.

5. **Complaints**
   There are written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR.

   Yes ☐ No ☐ N/A ☐

6. **Discrimination on the Basis of Disability**
   If the Grantee has 50 or more employees and receives DOJ funding of $25,000 or more, has the grantee:

   6a. Adopted grievance procedures (for both employees and program participants) that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

   Yes ☐ No ☐ N/A ☐

   6b. Designated a person to coordinate compliance with prohibitions against disability discrimination? **Yes ☐ No ☐ N/A ☐**

   6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability? **Yes ☐ No ☐ N/A ☐**

7. **Discrimination on the Basis of Sex**
   If the Grantee operates an education program or activity, have they taken the following actions?

   7a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of sex? **Yes ☐ No ☐ N/A ☐**

   7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination? **Yes ☐ No ☐ N/A ☐**

SAMPLE

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities? **Yes ☐ No ☐ N/A ☐**

8. Findings

The Grantee has complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex.

Yes ☐ No ☐ N/A ☐

9. Limited English Proficiency

What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.

10. Training

Training is conducted for the Grantee's employees on the requirements under federal civil rights laws. **Yes ☐ No ☐ N/A ☐**

11. Religious Activities

If the grantee conducts religious activities as part of its program or services, do they:

11a. Provide services to everyone regardless of religion or religious belief?

Yes ☐ No ☐ N/A ☐

11b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities?

Yes ☐ No ☐ N/A ☐

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs? **Yes ☐ No ☐ N/A ☐**

Field Representative Comments for Civil Rights Review Section:
Number comments to correspond to the Civil Rights Review items.

III. FISCAL REVIEW

1. Budget File

The Grantee maintains an official budget file for the project. **Yes ☐ No ☐**

2. Fiscal Policies and Procedures

2a. The Grantee maintains written procedures for the fiscal policies related to the grant and they are accessible by grants management staff. **Yes ☐ No ☐**

SAMPLE

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances).

Yes ☐ No ☐

3. Invoices

3a. Financial invoices are current and spending is on track. **Yes ☐ No ☐**

3b. Copies of the BSCC invoices for reimbursement are within the official file.

Yes ☐ No ☐

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match.

Yes ☐ No ☐

3d. Salaries and benefits can be easily tied back to reimbursement invoices.

Yes ☐ No ☐

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal).

Yes ☐ No ☐ N/A ☐

3f. Expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide. **Yes ☐ No ☐**

4. Tracking

4a. BSCC contract funds are deposited into separate fund accounts or coded to distinguish grant funds from other fund sources. **Yes ☐ No ☐**

4b. The Grantee maintains a tracking system for purchases, including receipts and disbursements, related to the grant program. **Yes ☐ No ☐**

4c. Tracking reports are reviewed by management and/or program staff.

Yes ☐ No ☐

4d. The Grantee can provide general ledgers documenting the entries for receipts and disbursements. **Yes ☐ No ☐**

5. Equipment/Fixed Assets

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds?

Yes ☐ No ☐

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than $3,500 per item. **Yes ☐ No ☐ N/A ☐**

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification.

Yes ☐ No ☐ N/A ☐

SAMPLE

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds. **Yes ☐ No ☐ N/A ☐**

5e. The Grantee maintains proof of receipt of equipment/fixed assets.
Yes ☐ No ☐ N/A ☐

6. Supplanting
The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting). **Yes ☐ No ☐**

7. Match
7a. The Grantee is in compliance with the match requirement.
Yes ☐ No ☐ N/A ☐

7b. If the Grantee is currently under-matched, is there a plan to meet the contractually obligated match amount?

8. Project Income
Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.?) **Yes ☐ No ☐ N/A ☐**

9. Subcontracts
9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? **Yes ☐ No ☐ N/A ☐**

9b. What type of documentation detail does the agency keep for subcontractor service delivery billing (to include list of positions funded, documented staff hours, list of services delivered, participant sign-in logs, time/duration of services, other invoice detail, etc.)?
Describe in the Fiscal Review Comments section.

9c. Is the source documentation sufficient to justify charges? **Yes ☐ No ☐ N/A ☐**

9d. Does the Grantee conduct desk audits of subcontract agencies?
Yes ☐ No ☐ N/A ☐

9e. Does the Grantee conduct site visits to subcontract agencies?

Yes ☐ No ☐ N/A ☐

10. Audits
10a. What type of audit report will the project submit?
Single City/County Audit Report ☐
Program Specific Audit ☐
Other ☐

SAMPLE

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. **Yes ☐ No ☐**

Field Representative Comments for Fiscal Review Section:
Number comments to correspond to Fiscal Review items.

IV. PROGRAM REVIEW

Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine compliance.

1. Governing Body

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities?
Yes ☐ No ☐ N/A ☐

1b. If so, has this body been formed and is it meeting as required?
Yes ☐ No ☐ N/A ☐

1c. Are all required members participating? **Yes ☐ No ☐ N/A ☐**

2. Evidence-Based Interventions

2a. List all interventions being used by the grantee.
List in the Program Review Comments section.

2b. Which interventions do the grantee identify as "evidence-based?" Why? Based on what information? ***Explain in the Program Review Comments section.***

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended? **Yes ☐ No ☐**

3. Assessments

3a. If providing direct services, how are participants assessed for risk, need and responsivity? ***Explain in the Program Review Comments section.***

3b. How is that information used? ***Explain in the Program Review Comments section.***

4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project? **Yes ☐ No ☐**

4b. Are there opportunities for ongoing training for staff affiliated with the grant?
Yes ☐ No ☐

5. Policies & Procedures

SAMPLE

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project? **Yes ☐ No ☐**

5b. Are they accessible to staff? **Yes ☐ No ☐**

6. Case Management/Tracking

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track participants served by the grant?

Yes ☐ No ☐ N/A ☐

6b. If not, how are services and/or participants tracked?
Explain in the Program Review Comments section.

7. Source Documentation

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the participants served. **Yes ☐ No ☐ N/A ☐**

8. Progress Reports

8a. Progress Reports are current. **Yes ☐ No ☐**

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. **Yes ☐ No ☐**
If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.
If yes, explain in the Program Review Comments section. **Yes ☐ No ☐**

10. Sustainability

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? **Yes ☐ No ☐**
Describe in the Program Review Comments section.

11. Other Requirements Reviewed

Per this site visit review, programmatic requirements specific to this grant program are being met. **Yes ☐ No ☐**

Field Representative Comments for the Program Review Section:
Number comments to correspond to Program Review items.

V. DATA COLLECTION AND EVALUATION

1. Evaluator

Does the Grantee subcontract for its data collection and evaluation services?

Yes ☐ No ☐ N/A ☐

SAMPLE

If yes, list name of organization and describe the relationship in the Data Collection and Evaluation Comments section.

2. Evaluation Plan

Is the Grantee on track with the activities and milestones described in its Evaluation Plan? **Yes ☐ No ☐ N/A ☐**

3. Preliminary Evidence

3a. Do the data collection efforts show any preliminary evidence that could impact the project? **Yes ☐ No ☐ N/A ☐**

3b. Has the Grantee used this information to make improvements or changes to the project? **Yes ☐ No ☐ N/A ☐**

Field Representative Comments for Data Collection and Evaluation Section:
Number comments to correspond to Data Collection and Evaluation Review items.

SAMPLE

VI. MONITORING SUMMARY

1. Outcome of Visit

1a. Does the project generally meet BSCC grant requirements? **Yes ☐ No ☐**

1b. If no, will a Compliance Improvement Plan be submitted? **Yes ☐ No ☐**

1c. Describe here:

2. Technical Assistance

2a. Does the Grantee have any technical assistance needs? **Yes ☐ No ☐**

2b. Describe here:

APPENDIX H
County Population Index
Source: California Department of Finance, Population Estimates, January 1, 2022

Large Counties (750,000 and above)	
Los Angeles	9,861,224
San Diego	3,287,306
Orange	3,162,245
Riverside	2,435,525
San Bernardino	2,187,665
Santa Clara	1,894,783
Alameda	1,651,979
Sacramento	1,576,618
Contra Costa	1,156,555
Fresno	1,011,273
Kern	909,813
San Francisco	842,754
Ventura	833,652
San Mateo	744,662
San Joaquin	784,298

Medium Counties (200,001-749,999)	
Stanislaus	549,466
Sonoma	482,404
Tulare	475,014
Solano	447,241
Santa Barbara	445,164
Monterey	433,716
Placer	409,025
Merced	284,338
San Luis Obispo	280,721
Santa Cruz	266,564
Marin	257,135
Yolo	221,165
Butte	201,608

Small Counties (Under 200,000)

El Dorado	190,465	Calaveras	45,049
Shasta	180,531	Siskiyou	43,830
Imperial	179,329	Amador	40,297
Madera	157,396	Lassen	30,274
Kings	152,023	Glenn	28,750
Napa	136,179	Colusa	21,807
Humboldt	135,168	Del Norte	27,218
Nevada	101,242	Inyo	18,978
Sutter	99,145	Plumas	18,942
Mendocino	89,999	Mariposa	17,045
Yuba	82,275	Trinity	16,023
Lake	67,407	Mono	13,379
San Benito	65,479	Modoc	8,690
Tehama	65,052	Sierra	3,229
Tuolumne	55,291	Alpine	1,200

APPENDIX I
SAMPLE: Local Evaluation Plan and Report Components

The Prop 64 PH&S Grant Program, Cohort 3 Local Evaluation Plan (LEP) should, at a minimum, address the following:

Project Background as it pertains to the Project Purpose Area(s), as applicable.

- Provides information essential to understand the project and the need for the project.
- Define the target population (for example: gender age, system-involvement history, criminogenic factors, etc.)
- Describes the criteria used to determine participant eligibility.
- Describes the process for determining which intervention(s) and/or services a participant needs and will receive.
- Describes the process for determining which activities and/or services will be implemented in the service area.
- Describes the project's goal(s) and objectives (as stated in the original proposal's **Work Plan**).

Additional LEP requirements may be added once grantees have been awarded and all Prop 64 PH&S Grant Program, Cohort 3 project components have been determined.

Project Evaluation Method and Design-

- Describe the research design that will be used for the process evaluation.
- Describe the plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets, etc.).
- Describe how participants' progress will be tracked (ex: start dates, attendance, dropouts, successful completions, progress milestones, etc.).
- Describe how components or activities conducted as part of the project that do not involve participants will be tracked/documented (e.g., code enforcement, investigations, system/equipment updates).
- Identifies and thoroughly defines process measures. This includes how, by whom, and how often the process measures will be collected.
- Describe how the process data will be collected and the data source(s) used.
- Describe the project oversight structure and overall decision-making process for the project.
- Describe how the project components will be monitored, determined effective, and adjusted as necessary.
- Describe the plan for documenting activities performed by staff and contracted providers, if applicable.
- Describe the procedures which ensure that the project will be implemented to fidelity, when applicable.
- Describe how all quantitative and qualitative process data will be analyzed. Includes a description of the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square, etc.) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Project Outcome Evaluation-

- Describe the research design that will be used in the outcome evaluation.
- Include a set of evaluation questions. These must include the goals and objectives from the original proposal but may also include more outcome-oriented questions.
- Provide the estimated number of participants expected to receive each type of intervention/service.
- Provide the criteria for determining participant success in the project.
- Provide the estimated number of activities/services accomplished.
- Describe the criteria for determining activity/service completion and/or success in the project.
- Thoroughly describe all outcome variables and identifies how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- Describe how the outcome data will be collected, the timing of data collection, and the data source(s) used.
- Describe how all quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square, etc.) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).
- Describe the strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model-

- Shows the logical relationships between Inputs/resources, Activities, Outputs, Outcomes, and Impacts of the project.
- Includes pertinent project activities and outcome variables outlined in the narrative.
- Displayed in a simple and easy-to-follow format.

Final Local Evaluation Report-

The Prop 64 PH&S Grant Program, Cohort 3 Final Local Evaluation Report (LER) should, at a minimum, address the following components of the LEP and document how the plan occurred:

Executive Summary

- The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results.

Project Background

Project Evaluation Method and Design

Project Outcome Evaluation

Project Evaluation Results-

- Include the data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Include the total number of participants (unduplicated).
    - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
    - When multiple services are available, include the number of individuals who received each of the services.
- Include the total number of activities and/or services.
- Include progress toward goals:
    - Provide a summary of the degree to which these goals and objectives were achieved.
    - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Describe results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Describe results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results-

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

Current Project Logic Model

Grantee Highlight

- This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle.

APPENDIX J
Prop 64 PH&S Grant Executive Steering Committee

	Name	Title	Organization /Agency
1	Linda Penner Chair	BSCC Board Member	Board of State and Community Corrections
2	Steve Carney	Chief Deputy, Cannabis Licensing Office	Santa Cruz County Sheriff's Office
3	Manuel Escandon	Director, Student Intervention & Prevention Department	Office of the Fresno County Superintendent of Schools
4	Hollie Hall	Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
5	Tanja Heitman	Chief Probation Officer	Santa Barbara County
6	Amy Irani	Director	Environmental Health Nevada County
7	Vicki Jones	Environmental Health Division Director	Merced County Public Health
8	Jon Lopey	Sheriff	Siskiyou County
9	Renee Menart	Communication & Policy Analyst	Center on Juvenile and Criminal Justice
10	Dave Neilsen	Retired, Deputy Director	CA Department Alcohol & Drug Programs
11	Royal Ramey	Co-Founder	The Forestry and Fire Recruitment Program
12	Sarah Ruby	Deputy Public Defender	Santa Clara County
13	Michael Salvador	Police Chief	City of Atwater
14	Sharyn Turner	Registered Nurse	Nevada County Superintendent of Schools
15	Scott Whitney	Police Chief	City of Oxnard

APPENDIX K
Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.

- Be registered with the California Secretary of State's Office, if applicable;

- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);

- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and

- Have a physical address.

SAMPLE

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ **No** ☐
			Yes ☐ **No** ☐
			Yes ☐ **No** ☐
			Yes ☐ **No** ☐

SAMPLE

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (**Blue Ink Only or E-signature**) x			DATE

APPENDIX L
SAMPLE: Prop 64 PH&S Grant Program Work Plan

Applicants must complete Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Applicants must use the Grant Work Plan provided within the online Proposal Submittal Application.

(1) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(2) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(3) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
(4) Goal:			
Objectives (A., B., etc.)			
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date

SAMPLE

ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Paul Espinosa, Police Chief
Michael Solorza, Director of Finance

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 4039 WITH KIM TURNER, LLC FOR POLICE COMMUNICATIONS CONSULTING SERVICES**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the attached Professional Services Agreement with Kim Turner, LLC (Agreement No. 4039) in an amount not to exceed $59,378; and
2. Take any additional actions necessary to effectuate the procurement of services.

FISCAL IMPACT:

The total cost of the services associated with this professional services agreement shall not-to-exceed $59,378. Funds for the services related to this agreement are available in the Police Department's Fiscal Year 2022-23 budget (Account No. 100-80-820-6040.10, General Fund – Police – Communications – Contract Services Outside Contracts).

Since the start of Fiscal Year 2022-23, the Police Department's Communications Division has operated under-staffed by five (5) Full-Time Equivalent (FTE) positions. This shortage is anticipated for at least three (3) months due to the time involved in the recruitment process. The staffing vacancies are expected to create sufficient savings for this expense, as full-time regular salary actuals are trending lower than budgeted, through October 31, 2022. An internal budget adjustment will be done to shift funds

from regular salaries to outside contracts, requiring no additional (i.e., increase) appropriations to fund the services covered under this agreement. It should be noted that $25,000 in funding was made available in the FY 2022-23 budget as part of the supplemental budget process. This was the initial amount thought to be necessary for these consulting services. The additional funds for the proposed work will come from salary savings, as indicated above.

BACKGROUND/DISCUSSION:

The Police Department's Communications Division serves within the support services section of the Police Department. Those assigned to this section staff the Public Safety Answering Point (PSAP) for the City of Montebello. As the PSAP, the Division is responsible for answering emergency and non-emergency calls for service and general inquiries from both the public and in-house staff.

Over the past three (3) years, the Police Department has experienced an upward trend in calls for services/general inquiries. In 2019, the Department received 86,250 calls for service (emergency and non-emergency) compared to 2021, when 92,141 calls for service were received. This change represents an increase of approximately seven percent (7%).

Furthermore, implementing new technology and increased community outreach regarding the availability of alternative methods to contact first-responder services has increased the workload for the Communications Division. During the same 2019 - 2021 timeframe, the call center experienced an increase in messages transmitted/received via the Text-to-911 System of fifty-seven percent (764 in 2019 and 1,196 in 2021). In the upcoming years, it is expected that the Department will be contacted more frequently using methods other than phone calls.

In addition to answering and responding to requests for services/general inquiries via phone and other methods, staff assigned to this Division are responsible for communicating with field personnel (i.e., patrol, etc.) via radio to dispatch calls for service and provide additional support as needed.

The Department's Communications Division includes eleven (11) full-time positions for FY 2022-23: 1 - Dispatch Supervisor; 5 - Dispatcher I; and 5 Dispatcher II. However, it operates significantly understaffed, with vacancies in the Dispatcher I/II classifications. As of October 2022, the Division was operating with only six (6) of the authorized positions filled. Due to the minimum operational staffing requiring two (2) individuals on duty, services are supplemented by police officers and investigators working on an overtime basis. In addition, full-time personnel work modified schedules which include mandatory overtime shifts. It is estimated that an additional 100 hours of overtime are added weekly due to the mandates and supplemental shifts. Despite this, the Division is severely understaffed and requires improved measures to develop recruitment efforts to identify long-term staff. The City Council previously supported this commitment by approving a recruitment incentive program for lateral police dispatchers at the June 8, 2022 City Council meeting (Consent Calendar Item No. 15).

With new housing and economic developments anticipated very soon (i.e., completion of Montebello Hills), calls for services/general inquiries received via phone and other methods will steadily increase. As a result, the Department must prepare for this shift in demand. This preparation involves evaluating current practices to ensure it recruits and maintains the best individuals and provides first-class service to residents and community members. The initial step in this process is hiring a consultant to thoroughly review and evaluate the Communications Division's operations and recommend necessary improvements. Upon completion of this project, the Department anticipates receiving a detailed report that provides a strategic plan for making necessary improvements.

To complete this work, it is recommended that City Council approve the use of Kim Turner, LLC (Kim Turner). Kim Turner has an extensive background and experience working with PSAPs extending well over thirty (30) years. She spent several years as the call center manager with multiple agencies. In addition, she holds certifications from California Peace Officers Standards and Training (POST), is an Emergency Number Professional (ENP), and completed the Center Manager Certification Program (CMCP). Due to this experience providing services for PSAPs, it is recommended that these services are approved as a professional service according to Montebello Municipal Code 3.20.050H, Conformance with Bidding Procedures, which states:

> *Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:*
>
> *Professional Services - Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.*

It should also be noted that the Department previously used the services of Kim Turner to update the Communications Division’s training manual. The services provided were deemed satisfactory and essential for beginning to improve the structure of the Division’s training program. If approved, this agreement will remain in effect until June 30, 2024.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

N/A

SUMMARY:

The Police Department's Communications Division is seeking a qualified consultant's services to conduct a thorough assessment of their operations. The Department has identified Kim Turner, LLC as the consultant to provide these services and is requesting approval of a professional services agreement in the amount not-to-exceed $59,378.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4039 - Kim Turner, LLC

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4039 WITH KIM TURNER, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 16, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **KIM TURNER, LLC** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide recommend and implement improvements for the Police Department emergency call center operations and related services in the CITY; and

WHEREAS, the CONSULTANT 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
b. Proposal dated September 21, 2022
c. Proposal referenced and Best Final Offer received by the successful proposer.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in the Proposal issued to the City of Montebello (dated September 21, 2022) ("Proposal"), 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.

DRAFT

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services described in the scope of work, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2024, from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT 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.

DRAFT

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the 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. The CONSULTANT 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT 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. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. 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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. 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 the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants 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 the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. 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 CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT 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

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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 the CONSULTANT'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 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT 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 CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: 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 CONSULTANT 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 CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. 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.

e. 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. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the 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. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, 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 the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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.

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SECTION 20. 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 21. 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.

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SECTION 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Police Department
Attn: Paul Espinoza, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: pespinoza@cityofmontebello.com

If to Consultant:
Kim Turner, LLC
Attn: Kim Turner
3200 E. Guasti Road, Suite 100
Ontario, CA 91761
(951) 203 – 6472
Email: kim@thekimturner.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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.

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SECTION 24. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**KIM TURNER, LLC**
René Bobadilla, City Manager	Kim Turner, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal (Dated – September 21, 2022)
- Exhibit B – Schedule of Compensation

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Exhibit “A”

(See Kim Turner, LLC proposal dated September 21, 2022)

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EXHIBIT A

Kim Turner
3200 E. Guasti Road, Suite 100
Ontario, CA 91761
(951) 203-6472
Kim@TheKimTurner.com

September 21, 2022

Montebello Police Department
Stacey Smith
Communications Supervisor
1600 W. Beverly Blvd
Montebello, CA 90640

Dear Stacey Smith,

Per request, I have attached an additional scope of work related to 9-1-1 operations. Thank you for your consideration.

Respectfully,

Kim Turner, President
Kim Turner, LLC

Kim Turner, LLC © 2022

Purpose Statement:
The Montebello Police department operates a designated primary public safety answering point for 24/7public safety emergency response. The communications center is experiencing hiring and retention issues resulting in a significant staffing shortage. The purpose is to observe and review operational efficiencies, recruitment methods, training procedures, and schedules and provide recommendations and/or implementation.

Scope of Work:

Observation
Kim Turner, LLC will, through sit-alongs and interviews, observance of the work-culture, and review operational procedures of the communications center.

Schedule Overview
Kim Turner, LLC will review the current shift schedules, hours of coverage, full-time equivalent, part-time positions and make recommendations based on best practices to maximize employee efficiency.

Training
Kim Turner, LLC will incorporate the new training manual, work with trainers to understand training implementation consistent with adult learning and methodologies.

Human Resources
Kim Turner, LLC will work with Communications leadership to review job specifications and make recommendations based on best practices, current demands, and efficiency in the hiring process.

Mentoring
Kim Turner, LLC will provide structured mentorship with the assigned communications center leadership team.

Timeline:
The mutually agreed upon timeline, ideally, would flow as follows:

- Six-weeks: Review of current schedules, training materials
- Twelve-weeks: Observation period, schedule recommendations
- Twelve-weeks: Training program recommendations, employee training
- Structured mentorship with communications leadership

Quote for Services
The deliverables may overlap, run parallel or be provided independent of other action items thus the billing cycle is every four-weeks.

Project Milestones:
- Schedules
- Observation period, schedule recommendations
- Training recommendations, employee training
- Structured mentorship with communications leadership
- Draft report
- Final report

Kim Turner, LLC © 2022

Fee for all listed services is $53,980.00

Key Assumptions

1. Payable NET-30.
2. Work requested outside the scope of work will be separately negotiated.
3. All travel and lodging for Kim Turner, LLC related to this project is inclusive of the quote for services will be the sole responsibility of Kim Turner, LLC.

Kim Turner, LLC © 2022

Exhibit “B”

Schedule of Compensation

Total Cost for Services	**$53,980**
Contingency (10%)	**$5,398**

Total maximum compensation $59,378

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ITEM # 19

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **ADOPT RESOLUTION NO. 22- 86 AMENDING THE MASTER FEE SCHEDULE AND ESTABLISHING CONCEALED WEAPONS PERMIT (CCW) APPLICATION FEES**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 22-86, Amending the Master Fee Schedule establishing Concealed Weapons Permit (CCW) Application Fees; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City's Police Department will now be responsible for processing applications for concealed carry weapons (CCW) permits. To that end, it is necessary to establish a cost recovery mechanism for recouping staffing and associated costs involved in reviewing applications and applicants. Police Department Staff conducted a review to estimate which staff would be involved in the initial application process, and approximately how much time each staff person would spend on an application, in order to establish a fee to charge applicants (i.e., cost recovery mechanism).

The fee being established shall be the reasonable cost of the initial (i.e., new) application processing, issuance, and enforcement. The hourly rates for employees involved in the review process, and the estimated time spent on each application by position, are listed below:

Sergeant / Lieutenant	1 hour – $63.78
Lieutenant	1 hour -- $77.70
Police Officer	1 hour – $45.14
Police Chief	½ hour – $56.27
Captain	½ hour – $43.96
Record Clerk	½ hour –$11.30

Total (Sergeant only): $220.45
Total (including Lieutenant): $298.15

Since this activity is new to the Police Department, the staff and processing times above are estimated, based on neighboring agencies who are processing CCW applications. At this time, the proposed fee will be $220 per application (for new applications). Staff believes this fee will reasonably recover the costs involved in processing each application. The fee established is not intended to generate additional revenue for the City, only to recover the staffing costs associated with processing CCW applications. Staff feels confident that the $220 recommended processing fee will reasonably recover staffing costs. This fee is broken up into two pieces: $44 due when the application is submitted, and the remaining $176 due upon issuance of a permit (for a total initial application fee of $220).

Staff will be tracking detailed information on each application to obtain data on actual time and staff involved. If necessary, Staff will return to the City Council to adjust the fee up or down based on actual processing results. The Police Department will be utilizing a third-party processing software to assist with accepting and tracking applications (i.e., Permitium). The annual cost of the service is within the City Manager's signing authority, and an agreement will be established/executed for this service.

In addition, there is a $25 "standard renewal fee (2 year)" and a $10 "standard duplicate issuance fee." All of these fees are enumerated on the attached resolution which amends the City's existing master fee schedule.

BACKGROUND/DISCUSSION:

Effective August 1, 2022, first time applicants residing in incorporated cities must contact their local police department to apply for a Concealed Carry Weapon (CCW) license. Based on the criteria stated in AB 1297, as well as estimating the staff and time involved in processing each application, the City determined a cost recovery fee of $220 per initial (new) application. Additional fees incurred by the applicant for Department of Justice Live Scan, Psychological Evaluation, CCW Firearm Instruction Course Training and Weapon Inspection would be paid directly to the approved vendor selected by the applicant. Applicants will pay the City directly the $220 application fee, and will be responsible for paying all other related fees directly. There are additional fees established by the recommended action for the standard two-year renewal ($25) and for issuance of a duplicate license ($10).

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 22-86 amending the Master Fee Schedule and establishing CCW Application Fees. Staff will update the master fee schedule to reflect Concealed Weapons Permit (CCW) Application Fees.

ATTACHMENT(S)

1. Attachment A - Resolution No. 22-86 Amending the Master Fee Schedule Establishing CCW Fee

NEXT STEPS:

N/A

RESOLUTION NO. 22-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING THE MASTER FEE SCHEDULE (RESOLUTION NO. 18-50A) TO INCLUDE CONCEALED WEAPONS PERMIT (CCW) APPLICATION FEES

WHEREAS, pursuant to the police power granted by Article XI, Section 7 of the California Constitution, cities may impose fees, charges and rates for certain municipal services; and

WHEREAS, on June 13, 2018, the City Council of the City of Montebello ("City Council") adopted Resolution No. 18-50A, establishing certain Fees and Increasing Certain Existing Fees for Various City Services Provided by the City of Montebello ("City"); and

WHEREAS, in accordance with such Ordinance, the City Council was asked to adopt a Resolution amending the City's Master Fee Schedule (Resolution No. 22-86) establishing Concealed Weapons Permit (CCW) Application fees; and

WHEREAS, the proposed fees for Concealed Weapons Permit (CCW) Applications are intended to cover but not exceed the City's costs of providing the services; and

WHEREAS, staff has reviewed and recommended that the City's Master Fee Schedule be amended to establish fees for Concealed Weapons Permit (CCW) Applications as shown below.

NOW, THEREFORE, based on information set forth in the report to the City Council dated as well as any other information submitted to or considered by the City Council during its deliberations on this matter, the City Council of the City of Montebello hereby resolves as follows:

SECTION 1. The above recitals are true and correct and made part of this Resolution.

SECTION 2. The Master Fee Schedule (Resolution No. 18-50A, and as thereafter amended) is hereby amended to include the following fees:

Concealed Weapons Permit (CCW) Application Fee

Initial Fee (paid at submission of application)	$44.00
Issuance Fee (paid upon issuance of permit)	$176
Standard Renewal Fee (2 Year)	$25.00
Standard Duplicate Issuance Fee	$10.00

SECTION 3. The Master Fee Schedule (as adopted by Resolution No. 18-50A, and as amended by this Resolution) shall be kept on file in the office of the City Clerk.

SECTION 4. This resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED, November 16, 2022, by the City Council of the City of Montebello, by the following vote:

_____
Kimberly Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-86 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 16th day of November 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 20

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Chee, Director of Public Affairs & Information Technology

SUBJECT: **APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3957 WITH 789, INC. TO RETAIN PROFESSIONAL SERVICES FOR CITYWIDE BRANDING NEEDS.**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3957, between the City of Montebello and 789 ,Inc. for ongoing professional graphics design and support for Citywide branding services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 with 789, Inc. on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

A professional services agreement with 789 Inc. was approved for $50,000 on March 9, 2022. This agreement covered the initial phase of branding work to be conducted by 789, Inc. The vendor 789, Inc. is a full service graphics design firm providing on-call creative services including, copy, graphic design, video production, motion graphics, web design/development, marketing support and branding services. An amendment (Amendment No. 1) to the agreement is recommended, extending the term through June 30, 2023 and increasing the not-to-exceed amount to $104,450. The amendment will update the original scope of work to include deliverables such as print-and production ready files, templates for print and digital assets and other items and work needed to fully

implement and roll out the citiy's new branding effort.

BACKGROUND/DISCUSSION:

On March 9, 2022, the City Council approved an initial agreement with 789, Inc. to perform research and development of a new City brand to refresh the City's logo and brand appearance. This second phase of work requires applying the approved brand look and feel appropriately to all City assets including, but not limited to, stationery and business cards, City apparel and uniforms, updated graphic designs for Montebello Bus Lines, City vehicles, digital communication, marketing assets, street signs and way-finding, and other public facing visuals and communications as needed.

This amendment to the professional services agreement will enable staff to continue directing the consultant on a new scope of work focused on delivery of the above-mentioned deliverables as needed for all City departments, as the new brand is rolled out and implemented.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council extend the term of the Agreement with 789, Inc. for seven (7) months (November 2022 – June 2023) and increase the total, not-to-exceed amount to $104,450.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement 3957
2. Attachment B - Agreement No. 3957 with 789, Inc.

NEXT STEPS:

N/A

CITY OF MONTEBELLO
AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3957
WITH 789, INC.

This Amendment No. 1 to Agreement No. 3957 ("Amendment No. 1") is made and entered into as of the 12th day of November, 2022 (“Effective Date”), by and between the City of Montebello, a municipal corporation, (hereinafter referred to as “City”) and 789, Inc., (hereinafter referred to as “Consultant”). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and Consultant are Parties to that certain Professional Services Agreement No. 3957 for city-wide branding services with an effective date of March 9, 2022, (the "Agreement"), pursuant to which City contracted with Consultant to provide services as defined in the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, desire to amend the Agreement to extend the term and incorporate a revised Scope of Work (SOW) for additional services (“Revised Scope of Work”); and

WHEREAS, based on the proposed term extension and amendment to the SOW, the compensation schedule will also be revised to an amount not to exceed $104,450 to carry the project through the end of the new contemplated term.

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: **TERM**. Through this Amendment No. 1, the Parties hereto agree to extend the Agreement for an additional term to commence on **March 9, 2022** and

automatically expire on **March 8, 2024**; unless extended by a further written Amendment for an additional one (1) year term.

SECTION 2: AMENDMENT TO THE SCOPE OF WORK. Through this Amendment No. 1, the Parties hereto agree to replace the Scope of Work previously made part of the Agreement with a new SOW outlined in Exhibit "A-1" ("Revised Scope of Work"), attached hereto and incorporated herein by this reference.

SECTION 3: AMENDMENT TO COMPENSATION SCHEDULE. Through this Amendment No. 1, the Parties hereto also agree to amend the compensation ("Revised Compensation Schedule") for the purposes of incorporating costs associated with the Term Extension (Section 1) and Revised Scope of Work (Section 2), above. At no time shall compensation for the amended services contemplated herein exceed the amount of **One Hundred and Four Thousand, Four Hundred and Fifty Dollars ($104,450)**. The Revised Compensation Schedule is attached hereto as Exhibit "A-1" (also known as the "Work Order" dated October 1, 2022) and incorporated herein by this reference.

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Agreement No. 3957 for city-wide branding services as of the Effective Date.

[SIGNATURES ON THE FOLLOWING PAGES]

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**789, INC.**
René Bobadilla, City Manager	Charley Bell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit "A-1" – Contractor's Revised Scope of Work and Contractor's Revised Compensation Schedule/Work Order dated October 1, 2022

EXHIBIT A-1

CONTRACTOR'S REVISED SCOPE OF WORK AND REVISED COMPENSATION/WORK ORDER DATED OCTOBER 1, 2022

WORK ORDER

creative syNERDgy 789 INC

TO Michael Chee, *Deputy Director, Public Affairs*
City of Montebello | 1600 W Beverly Blvd., Montebello, CA 90640
323-887-1200 MAIN | 323-942-4611 MOBILE | MChee@cityofmontebello.com | CityofMontebello.com

DATE 10 / 01 / 22

101 N. Citrus Ave. Suite 3C,
Covina, CA 91723
t. 626.339.4789
e. charley@789inc.com
789inc.com

PROJECT: ON-CALL CREATIVE SERVICES

On-call creative services including, copy, graphic design, video production, motion graphics, web design/development, marketing support and branding services to support Phase 1 activities. Deliverables include print- and production-ready files, templates for print and digital assets.

6-Month Retainer

Hours Sub-Total:	**495 hours**
Fee Sub-Total:	**$ 49,500.00**
Retainer:	**6 Months**
Est. Monthly Total:	**$ 8,250.00**

ITEMIZED BY DEPARTMENT

Item	Description	Timeline	Hours
1	City Admin/Public Affairs Items	Phase 1	340
2	Transit	Phase 1	60
3	Parks and Recreation	Phase 1	115
4	Code Enforcement	Phase 1	40
5	Pubic Works	Phase 1	40
6	Montebello Police	Phase 1	40
7	Montebello Fire	Phase 1	40

PROJECT: LIST OF IDENTIFIED DELIVERABLES

City Admin/Public Affairs Items
- Business Cards (horizontal/vertical options)
- Standard City letterhead – all Departments
- New City Pin - TBD
- City Newsletter Header (digital asset)
- Weekly e-blast Header (digital asset)
- City Challenge Coin – TBD
- PPT Standardized Presentation Templates
- Official City Proclamation for Presentation 8.5x14in (vertical)
- Official Certificates of Recognition 8.5x11in (horizontal)
- Standardized City apparel and hats (should incorporate City Seal placement)
- City vehicle wraps/signage
- Promotional item brand guidelines
- City property building signage and way finding
- Monument signs - TBD
- Street signs - TBD

Parks and Recreation
- Parks & Rec sub-brand for polos, shirts, hats.
- Parks & Rec letterhead for community notices, events, activity schedules, etc.
- Community Flyer/Notices branded header – 8.5x11

Transit
- Montebello Bus Lines specific brand (font+ brand logo)
- Bus and vehicle wraps/signage
- Staff apparel, bus operator uniforms, mechanic and maintenance apparel

Code Enforcement
- Branded Code Enforcement apparel
- Vehicle wraps/signage

Public Works
- Branded apparel, uniforms
- Vehicle wraps/signage

Montebello Police
- Apparel and uniform (new logo + dept patch)
- Dept specific letterhead/business cards
- Polos/hats

Montebello Fire
- Apparel and uniform (new logo + dept patch)
- Dept specific letterhead/business cards

APPROVAL TO PROCEED

PRINT NAME	TITLE	SIGNATURE	DATE

creative syNERDgy ™ *

Signature of this work order is an 'okay to proceed' with work for the price above. All approved, completed, print/production ready designs will remain property of the client, this does not include working or layered files unless stated above. 789 has permission to showcase designs in their portfolio online and in print to promote its services. Tax and shipping is not included in above estimated price unless specified. All design work includes two revisions unless stated otherwise. Any additional revisions will be billed at 50% of the regular hourly rates. Prices are good for 1 month; costs may fluctuate after this period due to market rates. If project extends past contract period due to client conflicts/delays to the schedule, the agreement will be subject to an increased and renegotiated fee.

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3957 WITH 789, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **March 9, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and 789, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide city-wide branding services in the CITY; and

WHEREAS, the CONSULTANT 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 22-2
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for city-branding services in the City of Montebello (issue date November 9, 2021) ("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. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide city-wide branding 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. The CONSULTANT 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT 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 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the 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. The CONSULTANT 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT 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. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

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

SECTION 8. 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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. 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 the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT 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 the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which

may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants 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 the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. 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 CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT 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 the CONSULTANT'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 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT 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 CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: 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 CONSULTANT 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 CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. 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.

e. 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. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall

provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the 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. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

l. Any deductibles or self-insured retentions must be declared to and approved

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, 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 the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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 20. 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 21. 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 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Public Affairs
Attn: Michael Chee, Deputy Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: mchee@cityofmontebello.com

If to Consultant:
789, Inc.
Attn: Charley Bell, President
101 North Citrus Avenue
Suite C3
Covina, CA 91723
(626) 533-6953
charley@789inc.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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 24. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

789, Inc.

Charley Bell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 22-2

creative synERDgy 789 INC

BRANDING | DESIGN | MARKETING

A Local, **Creative Team** Specializing in **Branding, Marketing + Design** for the **Public Agency, Private Business** and **Non-Profit** Industries.

MBE *CERTIFIED*

SBE *CERTIFIED*

Name of Firm	789, Inc.
Address	101 N. Citrus Ave., Suite 3C, Covina, CA 91723
Point of Contact	Charley Bell, *President*
Office + Direct #s	+1 (626) 339-4789 ! +1 (626) 533-6953
Email + Website	charley@789inc.com 789inc.com
Date	12/19/21

RESPONSE TO RFP NO. 22-2

Request for
Citywide Branding Services
for the **City of Montebello**

SUBMITTED ON
12.01.21

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DATE: December 6, 2021

TO: Micah Herd, *Sr. Management Analyst,* Department of Finance
CC: Michael Chee, *Deputy Director,* Public Affairs
City of Montebello | 1600 W. Beverly Blvd., Montebello, CA 90640

RE: City–Wide Branding Services – RFP No. 22 - 2

1 | Letter of Interest

On behalf of 789, Inc., we are thrilled to submit the following response to the City of Montebello's City-Wide Branding Services (RFP No. 22-2). We've teamed up with Southern California's most brilliant research agency, and together we are eager to prove our expertise and showcase our ideas for the City. We hope you'll find that our proposal demonstrates that we are THE team to develop and execute a new brand identity and strategy for the City that 1) elevates organizational visual appeal, 2) moves the needle to close the gap between your best-in-class City staff and public perception observations of the community, and 3) aligns with any identified strategic communications goals.

We know how important perception is in today's marketplace – especially for municipalities that face public scrutiny every day. Together, with our partner Sophia Gomez the principle at Public Values, our two Southern California-based (Covina and Pasadena) agencies have decades-long histories providing full-service and award-winning branding, public relations and marketing services. We offer the City our experience working with municipalities, economic development groups, water, transportation and other public agencies, and several commercial entities and more within the San Gabriel Valley, throughout Southern California – and beyond.

The City is looking for a brand evaluation, recommendation, approach and identity that looks, sounds and feels like a well-run, "community-forward" organization. We look forward to bringing the City of Montebello our branding experience that has served consumer brands, business to business companies, nonprofits, and municipal and utility entities. Additionally, we offer a team at 789 that has a history of working with several public agencies on prior branding, media relations and community initiatives.

Our team has grown up and lives in the San Gabriel Valley and with that, we bring a local understanding to challenges like public perception, community relationships, economic and community development, and fiscal responsibility. We also understand the local community dynamics and take great pride in being personally invested partners who can help the City deliver on everything you endeavor to achieve. Additionally, 789 is proud to be an SBE and MBE certified business, and proudly partners with Public Ventures, a certified WBE and DBE.

Thank you again for the consideration. We look forward to hearing from you and your team.

Charley Bell, *president*
d. 626.533.6953 | o. 626.339.4789 | e. charley@789inc.com
| 789inc.com

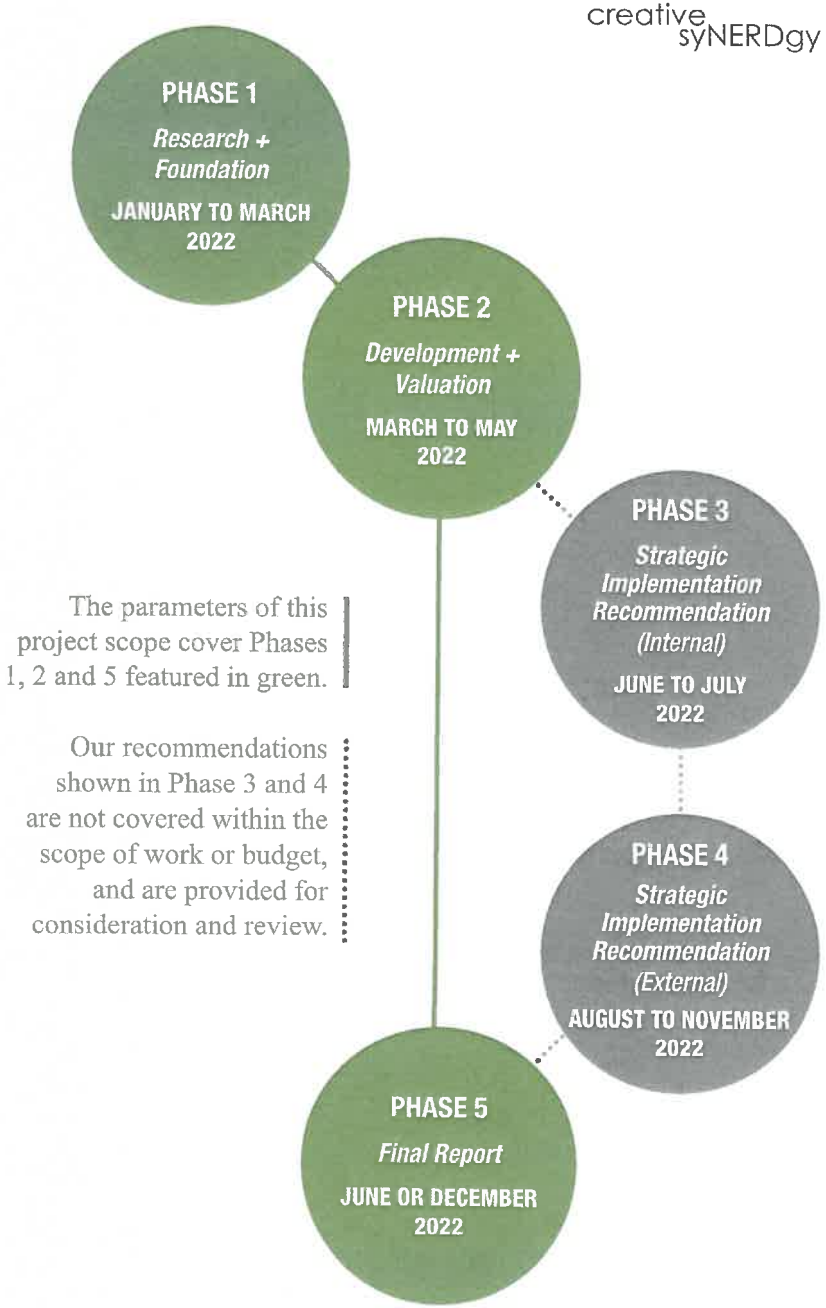
2 | Project Understanding + Approach

789, Inc. will bring a collaborative, creative process to developing an identity and message platform that will deliver a major WOW-factor for the City of Montebello and its key stakeholders.

First and foremost, we will approach this project looking to answer the question, "Why Montebello?" This is a common question for many communities. Why should people live, work, play, partner or invest in their community. It's especially important for Montebello who serves as a gateway City, features unique geographical elements, has a diverse population that spans multiple languages, carries historical municipal concerns, and must navigate constantly evolving state requirements and policies. Indeed, "Why Montebello" is at the heart of this identity initiative – the perceived answer will help position the City as a critical, conscientious, forward-thinking, healthy community. Ultimately, answering this question will help Montebello reach its goals to 'improve the City's image and visually communicate its progress.'

To develop this brand and identity package with you, 789, Inc. proposes a series of strategic steps to conduct research, solicit input, dive in creatively, and then select and hone imagery and messaging that tells a powerful story to the many distinct publics and stakeholders you serve. Once we have agreed on this platform, we will help you educate and train City employees to understand the brand language and belief system, which can then be shared - and celebrated - with the outside world.

The following timeline breaks our approach into five phases leading up to an initial launch in summer/fall 2022. The parameters of this project scope cover Phases 1, 2 and 5, while providing recommendations for Phase 3 and Phase 4.



1

Phase 1
Research + Foundation Stage
January to March 2022

The first step in creating a compelling brand identity for Montebello is to undertake a budget-conscious, multifaceted research effort designed to:

- Understand how internal and external audiences perceive the City
- Gather input and encourage participation from community leaders most engaged in this rebranding initiative through identifying key groups
- Identify subtle nuances and the most compelling attributes of the City's role
- Conduct a review and audit of all City communications materials.
- Conduct a review of a similar local government agency(ies) with an effective marketing strategy.
- Conduct quantitative research in the form of a brand survey in consultation with the Administration Department and launch of the survey.
- Conduct qualitative research by conducting 4 informal focus groups and 10-12 digital stakeholder interviews, including the development of the focus group and interview instruments.
- Assess the perception of the current brand based on data analysis of the research.
- Analyze and research City's logo for modernization.
- Present a report including findings and recommendations for necessary changes and/or updates to the current brand.
- Review the current City municipal code ("Code") to ensure any new proposed designs to logos and communication materials are aligned with the Code's intent and purpose.

789, Inc. will work with the City to identify target stakeholders whose input will be key in determining how to best position the organization. These selected stakeholders will consist of both internal and external entities and could potentially include:

- Residents
- Business leaders/owners
- City Staff and/or City leadership
- Local and regional agencies, non-profit, education, business and community groups
- Environmental groups

Once the audit of existing research and the stakeholder list are developed, we will work with the City to refine the most effective research methods needed to gather the critical (yet appropriate) information necessary to develop the City's new brand platform. These research methods could will include:

- SWOT analysis with City staff and leadership
- 10–12 key stakeholder interviews (digital)
- 8–10 Strategic discussions with critical community partners (digital)
- 4 informal, in-person focus groups/round-tables with critical residential segments
- Online community surveying

2 Phase 2
Development + Valuation
March to May 2022

This phase begins with referencing and interpreting the research findings. We will work with the City to turn research insights into descriptive yet succinct messages that embody a new brand identity. We will look for the appropriate and unique voice and brand pillars that should reflect the organization.

789, Inc. will then create the look, feel and voice of the new City of Montebello brand that will be maintained through marketing channels from the website to social media, advertisements, and all other public-facing materials. The City's brand identity will be distinctive. It will resonate with target audiences and align with Montebello's mission and guiding principles.

Deliverables will include:

- Develop multiple logo concepts to present to City staff and community stake and shareholders (minimum of five (5) logos). It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.
- Develop brand positioning and possible taglines for the City.
- Validate brand identity, positioning of the brand, and messaging through 4 informal, in-person focus groups.
- Create an updated style guidelines document (Brand Manual).
- Provide final design in various media forms for printing and reproduction, general use by the City.

789, Inc. will follow its creative process to develop a strong brand story and develop a minimum of 5 concepts that are representative. The goal will be to establish a brand separate from other municipalities, and make it more distinctive, while best representing the City of Montebello and a 'community forward' approach.

Research
Information Gathering, Content Collection, Identify Goals and Milestones, Set Bars of Measure, Meeting with Client, Contractors, etc.

Strategy / Planning
Discuss and determine creative strategies, identify necessary mediums for application, determine timeline, set reporting.

Concept Development
Explore, develop and present concepts for client input and approval. Revisions if necessary. Identify all details and messaging.

Design
Creative design includes illustration, graphic design, photography, videography, drone, rendering, composites. Several levels of quality control and assurance.

Development / Production
Design assets will be applied to website development, mobile applications, social media graphics, videos, animated graphics, printed materials, environmental signage, etc.

Launch / Implementation
All materials will be provided to designated Staff, contractors, vendor and partners for implementation and distribution. Will provide training when necessary.

3

Phase 3: Optional
Strategic Implementation Recommendation
June to July 2022

INTERNAL Rollout
Phase 3 is when the City will begin to see its new brand identity come to life converting mockups into tangible, print ready application. It includes the development of prototypical examples and an internal education and communications strategy to build brand ambassadors prior to the public launch in Phase 4.

Prototypical deliverables could potentially include:

- Uniform mock-ups
- Business cards and a stationary suite
- Signage
- Vehicle badging and wraps
- Social media assets
- Web design elements
- Media kit
- Video
- And more

The following is a list of five Phase 3 MUST-HAVES.

1. **Set Goals** – Set clear and measurable goals for internal and external implementation.

2. **Keep Track** – Identify a system that works for City staff to house all communications, document revisions, real-time changes, etc. For this project, we could use a cost-effective solution such as Google Drive for online storage, file management and updates.

3. **Plan It Out** – Develop a production schedule for the brand implementation that outlines short and long-term benchmarks. Develop a system for weekly check-ins and consistent communication between team members.

4. **Asset Audit** – Remove, replace, revamp prototypical deliverables. As a team, we'll create a list of content that will be impacted by the rebrand. Note, the actual reproduction of certain items will likely need to be planned for in the 2022/23 fiscal year.

5. **Develop Brand Ambassadors** – Develop presentations that teach employees about things such as their role as brand ambassadors, new brand guidelines, brand identity and messaging that tells Montebello's "community forward" story and protocol for using new materials and platforms. This doesn't happen overnight! Some organizations have seen success with trainings through a series of Lunch 'N' Learn sessions that provide need-to-know info over a period of time and test retention.

4 Phase 4: Optional Strategic Implementation Recommendation

August to November 2022

EXTERNAL Rollout

The external Strategic Implementation Recommendation identifies how the City will roll the new brand identity out to the public. Depending on resources and budget, this plan will vary. However, there are a few tried-and-true marketing strategies that will make the reveal special and memorable.

Deliverables will include:

- External Strategic Implementation Plan

789, Inc.'s plan could include the following:

- Plan a Reveal event. After months of planning and resources invested to develop the new brand, it's time to go big! Make a big deal out of the reveal by building and/or leveraging another organizational announcement or event at the same time.
- There's no better way to engage the Community than by getting out in the community. The City could create a rebrand tour that consists of pop-ups and presentations to all businesses and community members to show the "new" Montebello.
- Organize an owned content cycle that regularly pushes out news and shares stories about Montebello on a variety of platforms, including traditional media, social media, and via the website and e-newsletter.
- Engage residents in two-way conversations with the City via digital media. Engage businesses and strengthen relationships with key influencers to help be a third-party voice in this process.
- Use a Combination of print, digital and outdoor messaging to help residents embrace the new look and feel of Montebello.
- Orchestrate a lighting campaign featuring the new brand with rented, custom gobos and projectors to create engaging outdoor displays
- Articulate all communication so residents see a transition from the old Montebello to a new voice/personality. This will be done thoughtfully and trans-adapted for Spanish speakers and select Asian languages among the City's target audiences.

5 Phase 5 Final Report

June 2022 or December 2022

Celebrating success and reflection are key to a process like this one. The final phase will include the development of the following reporting tools:

- Final report
- Multimedia presentation and Q&A to City leadership and possibly the Community and City Council
- Ensure presentation utilizes a combination of graphics, video and audio

3 | Relevant Experience

789 is a full-service creative agency specializing in comprehensive brand development, marketing campaigns and high-quality, dynamic communications solutions to support the needs of government, corporate and private business clients in California and beyond. 789 is strategically located in Southern California allowing the team to work with our current clients from San Jose to San Diego on local, regional, and national projects. Additionally, 789 successfully works with our legacy international clients from around the world such as Mexico, Malaysia and Australia. Lastly, the past two years have afforded our team to enhance our hardware and software solutions to respond to the demand for virtual meetings and digital coordination.

With this proposal, it is 789's intent to illustrate the depth of Qualifications and Experience of the members of our in-house team, and why we are an optimal partner for the City to successfully achieve the deliverables listed in the scope of work, while also moving towards their future goals. Our team's experience is local, regional, national and international in scope.

Since 2009, 789 has maintained an impeccable track record based on quality, response, ethics and results. With a vast amount of branding and marketing communications experience, we have become highly effective in conceptualizing, planning and implementing multifaceted strategic, marketing and advertising programs.

The following is an abbreviated list of clients our team has successfully served, or continues to serve:

Public Agencies
Alameda County Transportation Commission
American Public Works Association
Bay Area Express Lanes
California Department of Public Health
Central Basin Water District
City of Arcadia
City of Bell Gardens
City of Covina
City of El Monte
City of Hawaiian Gardens
City of Industry
City of La Puente
City of Los Angeles
City of Malibu
City of Maywood
City of Montebello
City of Norwalk
City of Pasadena
City of Pomona
City of Riverside
City of San Bernardino
City of Santa Monica
City of South El Monte
City of Temple City
City of Victorville
City of West Covina
Eastern Municipal Water District
Los Angeles County
Metrolink: So. Cal Regional Rail Authority
Metropolitan Transportation Commission
Monte Vista Water District
Orange County Transportation Authority (OCTA)
Orchard Dale Water District
Riverside County Transportation Commission (RCTC)
San Bernardino County
San Diego Association of Governments (SANDAG)
State of California
Three Valleys Municipal Water District
Valley County Water District
Western Municipal Water District

Non-Profits, Health & Education
American Cancer Society
American Heart Association
American Lung Association
Azusa Chamber of Commerce
Beverly Hospital of Montebello
California Association of Community Managers
California Philharmonic
Covina Chamber of Commerce
Covina Downtown Association
Diamond Bar Community Foundation
Emanate Health
Explore Ocean
Los Angeles County Bicycle Coalition
Los Angeles County Natural History Museum
Los Angeles Metropolitan YMCA
Montebello Chamber of Commerce
Pasadena Jazz Institute
Reasons to Believe
Riverside Arts Magnet
Santa Monica College
Surfrider Foundation
University of Irvine

Private Clients
Alliance Growers
American Organics
American Tower
Athens Services
Ballistic Offroad
Believe Entertainment
Burrtec Waste Services
Columbia Packaging
Connecting Dot by Dot
DSEA, Inc.
Earthmade Foods
Etchandy Farms
Experian
Gano Excel | USA
Gem Pack
Geoscience
GI Property Services
GoCart
Good Samaritan Hospital
Hannan Chiropractic
H.U.M.A.N. Healthy Vending
Immunobiotics Corporation
Imperial Range & Cooking Equipment
Infinite Strings
Integrate Lab Builders
IXI Technologies
Johnny Rockets
LA84
Lace Music
Laguna Blends
LA Sound Gallery
Lutimax Nutraceuticals
Mrs. Nelson's Book Company
Microsoft
N2A Motors
Nationwide Environmental Services
Nelson Macneil Trial Attorneys
Next Era Energy
OJ Insulation
Pasadena Entertainment
Psomas
Raytheon
Rezvani Motors
San Yang Pai
SGV Construction
SigmaGraft
Somerset Vineyard & Winery
Sony Music
Sony Pictures
SoRCE Technology
Starwood Retail Partners
Studio Movie Grill
Takeover Sports
Talley, Inc.
Trion Supercars
Trizec-Hahn
Vicentia
Vin Di Bona Productions
Weber Logistics
Westbound Communications
Westfield Group
Wilson, Sparling & Associates
Windsterhood
YMCA

Our Experience
Well-Rounded Storytellers

In addition to our technical capabilities, the 789 Team has a long and successful history of serving public agencies and organizations, state and local governments, and international private business clients. We understand the needs of economic development, community awareness programs and government regulations. We have extensive experience meeting the marketing and communications needs of such programs. The 789 Team has worked successfully with its clients to develop creative strategies and tactics that successfully promote customer awareness, mobilization and educational campaigns.

No matter the industry, The 789 Team combines strategy, creativity and brand direction to successfully serve all of our clients on time and within budget.

The 789 Team has successfully...

- Continued as the AOR for an international coffee company, and successfully grew sales by 700% during our contract resulting in $1.3 million in revenue per month with a positive future growth trend expected to triple within 3 years.
- Exceeded CA State expectations by educating women 40 and over about the importance of early breast cancer screenings, increasing call volume to a record-breaking volume overwhelming call center capabilities.
- Partnered with a local, family-owned waste and recycling company to increase its foothold in Southern California, with contract highlights including successfully winning the largest contract with the City of Los Angeles, and recently winning a contract with the City of Thousand Oaks.
- Spearheaded the smoke-free beach movement in So. Cal. for LATCPP educating the public about health risks of smoking, resulting in 88-miles of smoke-free beaches.
- Designed and developed the Bay Area Express Lanes, and FasTrak Flex brands and applied the graphic identities to various marketing and promotional materials successfully transforming how California commutes.
- Branded and creatively contributed to the successful transformation of a small, family-owned concrete business into a multi-million dollar construction company.
- Developed an international brand and line of products for a Canadian-based hemp company within the network marketing space. Positioned them for investor infusion and ultimately for acquisition for an undisclosed 9-digit amount.
- Led the marketing of an international company and collaborated with US farmers to strategize, brand and position a new global food category. Secured Walmart as the initial distribution partner and working on the development and 2022 launch of the commodities that will revolutionize the farming industry.
- Recently rebranded a City in the San Gabriel Valley to shift perception and currently working on the implementation which includes all points of contact, communication channels, website redevelopment, social media, wayfinding signage and much more.

Example #1

CITY OF COVINA CITY-WIDE BRANDING,
MARKETING AND CREATIVE SERVICES

Contract Term: 2020 – Current | **Contract Amount:** $65,000+

SUMMARY – The City of Covina has a mission to be a vibrant hometown for the future, embracing its tradition as an exceptional place to live, work, play and invest. With this in mind, the City partnered with 789, Inc. to research, explore and conceptualize a new, consistent Citywide brand. The approved brand was introduced through the Public Works department in order to slowly phase in the new brand by incorporating it into City upgrades and several installations throughout the community.

- 789 is working with the City on various projects, including a new wayfinding and city signage project
- For the two years, 789 has been working closely with the City and Staff to develop a digital, engaging, high-level video solution for their State of the City to overcome the in-person obstacles the pandemic produced.
- For the past 6 years, the City has partnered with 789 to develop their economic development campaigns and materials for commercial/commerce events and expos such as ICSC.
- 789 is currently working on a business-focused social media campaign for the City called Covina Life. The campaign encourages to shop, dine and play locally. The campaign was successful for the past year on Instagram and Facebook, and recently launched on TikTok.
- Currently, 789 is working closely with City staff to redesign and develop a brand new, comprehensive website to streamline department updates while providing a new dynamic and engaging experience for all identified key stakeholders.

REFERENCE

Chris Marcarello, *City Manager*
Phone: (626) 991-4955 | Email: CMarcarello@covinaca.gov

COVINA
COWORKING

COVINA

WHO ARE WE?
We Are... Covina!

TRASH BIN
COVINA
TRASH BIN

COVINA
PUBLIC WORKS
TRANSPORTATION
COVINA
PUBLIC WORKS
ENGINEERING
COVINA
PUBLIC WORKS
ENVIRONMENTAL

THE COMMUNITY

COVINA
PARK

Welcome to
COVINA

COVINA

Welcome to
COVINA
#COVINASTRONG
Support Our
COVINA
Businesses

Welcome to Downtown
COVINA

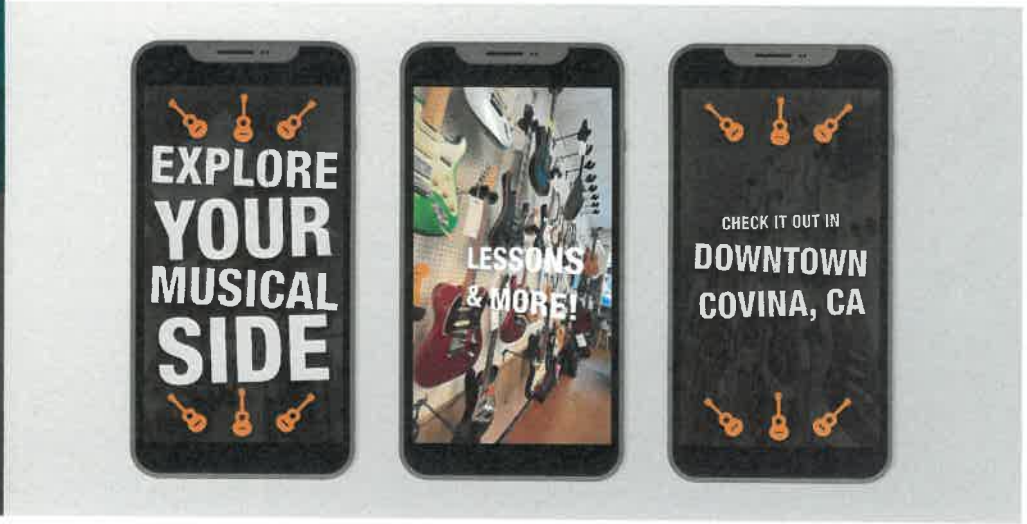
TACO BELL

COVINA LIFE

Victor Linares

COVINA.LIFE
#COVINAEATS
#COVINADRINKS
#COVINAPLAYS
#COVINASHOPS
#COVINAREVITALIZES
#COVINAKNOWS

Happy Labor Day WEEKEND
COVINA BEER RUN
COVINA BBQ SPOT


EXPLORE YOUR MUSICAL SIDE
LESSONS & MORE!
CHECK IT OUT IN
DOWNTOWN COVINA, CA

Example #2

Athens Services

ATHENS SERVICES
MULTI-COMPANY BRANDING,
MARKETING AND CREATIVE SERVICES

Contract Term: 2014 – Current | **Contract Amount:** $200,000/Annual

SUMMARY – Athens Services has grown into one of the largest solid waste management companies in Southern California. Athens Services has contracted 789, Inc. to further its reach and grasp throughout Southern California through strategic planning and implementation of marketing, branding, communication and outreach activities. 789 serves as an extension of their in-house marketing team, assisting on strategic marketing, brand refinement and maintenance, concept development, helping to create any needed assets, from print and digital signage, to content creation, to full outreach and educational campaigns, and more.

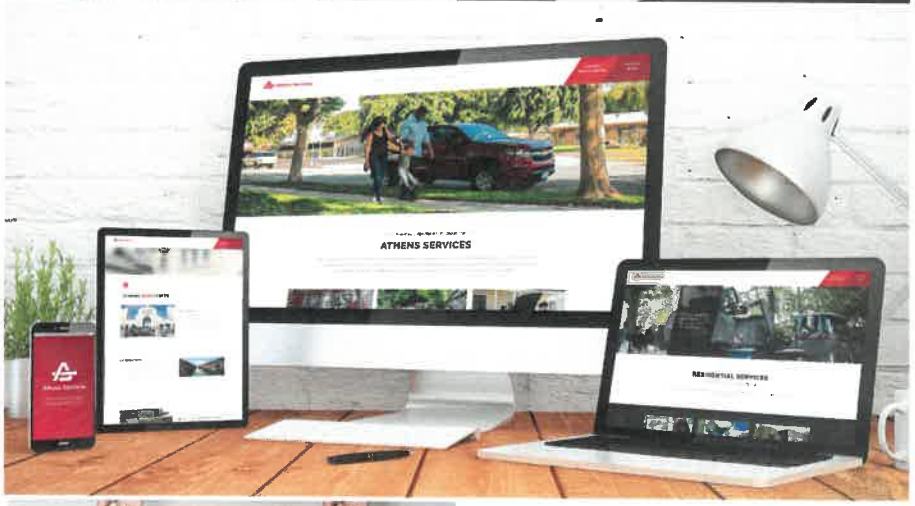
- Designed, developed and is currently implementing a brand strengthening campaign for Athens which includes an online presence, mobile application, interactive client tools, point of contact materials, environmental signage, video and more.

- For the past seven (7) years, 789, Inc. has been assisting Athens in extending its reach in Southern California by communicating its superior levels of service, dedication to local communities, and its commitment to the environment.

- Designed, developed, and currently manage updates and maintenance of their extensive website which serves over 27 communities. The site features many self-service options and on-boarding capabilities.

REFERENCE

Gary M. Clifford II, *Executive Vice President*
Phone: (626) 705-6919 | Email: gclifford@athensservices.com



5,140 mm
3,200 mm Wheelbase

211.4"
135"Wheelbase

Mercedes Metris_21_05
Cargo Extended

PASADENA BUSINESSES WITH HEART
WANTED:
BUSINESSES WITH HEART
Pasadena is home to an estimated 20,000 businesses; that's one business for every seven residents. And, just like residents, businesses generate waste. There's no way around it. BUT, there are options to reduce, reuse, and recycle it.
Athens Services is here to help
Athens Services - a recycling leader in Pasadena - is proud to announce a new recycling program designed for Pasadena Businesses: Healthier Environment with Athens Recycling Training (HEART).
What is HEART about?
HEART is a comprehensive education and outreach recycling program for Pasadena businesses.
Athens Services
AthensServices.com
How do I take part?
Enrolling in the HEART program is simple. Just follow three easy steps:
1. Enroll in the program – sign up with the Athens rep who visits you, or contact Athens at (888) 274-2074.
2. Attend the training – select the employees who will be trained to implement the program at your business and train others.
3. We track and report your progress.
To register, please call us at (888) 274-2074, and an Athens recycling coordinator will follow up to schedule your free waste assessment.
Pasadena is one of the country's most desirable cities in which to live, work, and play. Let's keep it that way. Have a HEART, Pasadena – Recycle!
TOP 10
Reasons to Recycle
1. It's good for the environment
2. It's good for your bottom line
3. Your employees will appreciate you
4. Your customers will appreciate you
5. Your competitors will envy you
6. Regulators will get off your back
7. It's good for Pasadena
8. It's good for the local economy
9. A clean city is a desirable city
10. It's the right thing to do

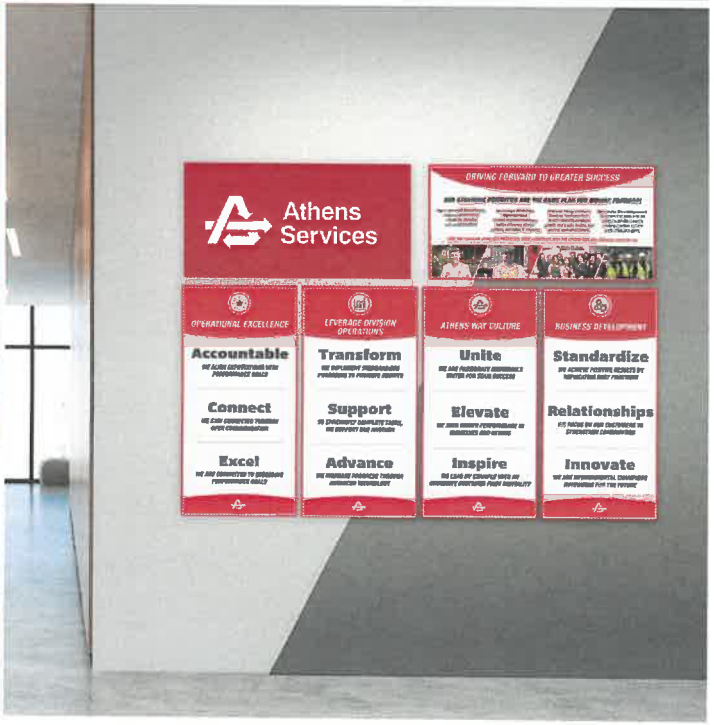
THE ATHENS HAULER
Welcome Home, LA Rams!
Jessica Aldridge: 40 Under 40
Athens Services' Award-Winning MRF!
Athens Services
THE ATHENS HAULER
A Sincere "Thank You" To Our Recently Retired Employees
Our Athens Heroes!
TERI GOMEZ, REST IN PEACE
Athens Services

ATHENS

ATHENS

ATHENS

ATHENS


Athens Services
DRIVING FORWARD TO GREATER SUCCESS
OPERATIONAL EXCELLENCE
Accountable
Connect
Excel
LEVERAGE DIVISION OPERATIONS
Transform
Support
Advance
ATHENS WAY CULTURE
Unite
Elevate
Inspire
BUSINESS DEVELOPMENT
Standardize
Relationships
Innovate

Example #3

VICENTIA

VICENTIA / ETCHANDY FARMS
BRANDING AND MARKETING FOR A
NEW FOOD CATEGORY

Contract Term: 2019 – Current | **Contract Amount:** $125,000/Annual

SUMMARY – A branding and marketing campaign to introduce a first of its kind food group of produce grown globally with zero chemicals called Earthmade Foods. Earthmade is a new, sustainable food category to compare with conventional and organic farming and food production. This campaign includes the quantitative and qualitative research, branding and marketing of Earthmade through graphic and logo design, video production, website development, and a full marketing plan and product launch.

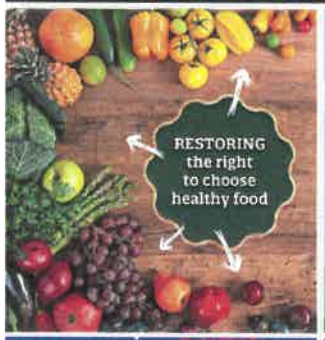
- Designed, developed and currently implementing a full marketing plan for the next 18 months to coincide with the release of the product to markets nationwide.
- This campaign required extensive research, including interviewing top farmers and producers from around the country, and collecting data regarding the product and its performance for branding and marketing purposes.
- Performed 5 consumer-based focus groups resulting in significant, tangible data to solidify direction and build the foundation for the Earthmade brand.
- 789, Inc. was able to research, develop and create a brand and subsequent marketing materials for the client to present to multiple national produce distributors, in effect landing the product in one of the top three market chains in the U.S. (i.e. Walmart).

REFERENCE

Mike Dobbins, *CEO and Founder*
Phone: +1 (315) 726-3205 | Email: mdobbins@vicentia.co

earthmade 100% good ZERO BAD
All Natural • Zero MRLs • non-GMO • Farmer Approved

Farm It Forward



PROJECT TEAM – Our team consists of dynamic, professional, passionate and creative individuals with reputations built on integrity and a history of proven successes. The 789 Team has assigned a talented and capable "Key Project Team" who will serve the needs of the City of Montebello. References for the Project Manager can be found in the initial three (3) recent case studies/examples, where Charley serves as the PM on those projects (Pages 10, 13, 16).

KEY PROJECT TEAM + HOURLIES

PROJECT MANAGER

Charley Bell
Creative Junkie
president & creative director
$135/hour

Charley will provide "big brand" experience and public agency expertise strategy and creative development.

- 20+ years' experience in full-service creative services, specializing in integrated branding, marketing and design
- 15+ years working with public agencies including water, transportation, waste and recycling and over two dozen municipalities
- Developed multiple marketing, outreach and education campaigns for local, regional and statewide initiatives
- Led projects for local, regional and Statewide marketing campaigns
- Builds and leads marketing and creative teams for multiple clients

Richard Silva
Design Junkie
vice president & art director
$115/hour

Richard brings tactical design and public agency experience to lead the art direction for all graphic projects.

- Over 16 years of art and design experience in the private and public agency space
- Extensive experience in designing and implementing projects for public agencies
- Focus on translating complicated concepts and data into easily digestible visuals and interactive products
- Well versed in multi-lingual outreach campaigns and best practices for localized in-language design
- Extensive fine art experience including illustration, paint-to-canvass, and true rendering for big business

Kimberly Skorheim
Client Choreographer
account coordinator
$105/hour

Kimberly will provide account oversight and tap her 10+ years of experience to coordinate our multi-talented team of creatives.

- Brings extensive project management experience on projects for public agencies
- Attentive to the timeline and budget goals behind public agency projects
- Understands there is no one-size-fits-all when communicating with different audiences and stakeholders
- Versed in brand messaging, storytelling, editing and quality assurance.
- Brings experience and proficiency with video and digital strategies

Crystal Casunuran
Professional Scribbler
graphic designer & layout specialist
$85/hour

Crystal will provide efficient and accurate graphic design and layout to meet all deadlines and ensure production ready art.

- 10 years of experience in graphic design in various industries, including public agency and water projects
- Skilled in multi-lingual layout and editorial design
- Versed in maintaining brand consistency and design asset control
- Extensive experience with InDesign, Illustrator and Photoshop
- Works within all other Adobe Suite programs
- Understands the requirements for pre-press and ensures production ready art files for print, video and animation

Sophia Gomez
Fact Finder
research strategist & WBE/DBE consultant
$150/hour

Sophia provides extensive, regional experience in public opinion research.

- 20 years' experience in helping public agencies and nonprofit organizations develop effective communication and public outreach strategies.
- Experience includes Caltrans, IVAG, SANDAG, LA METRO, LAWA, City of San Bernardino, UCLA, Kaiser Permanente, L.A. Care, Habitat for Humanity, and the California Endowment
- Founding member of the American Association for Public Opinion Research (AAPOR)
- DBE and WBE certified partner and co-founder

SUPPORT TEAM

Patrick Castro
Social Scientist
data analyst & social media marketer
$55/hour

Shannon Sidney
Community Coach
community outreach & strategic partnerships
$110/hour

Christian Prado
Web Wizard
sr. web developer & programmer
$165/hour

Lucas Acosta
Video Raconteur
video & motion graphics editor
$150/hour

4 | Proposed Scope of Services

789, Inc is excited to engage with the City to research and develop a new brand for the City of Montebello. We have thoughtfully planned out a multi-phase project that incorporates the City provided Scope of Work and fits within the not-to-exceed budget.

- We segmented each deliverable by 'Phase' and worked to clarify each step necessary to reach each respective goal. This can be found in section **2 | Project Understanding & Approach** in ***pages 2 – 6***.

- We have detailed a 'realistic, working schedule with key deliverables, milestones and tasks' and merged this in section **6 | Cost Proposal** found on ***page 20***.

- **Based on the provided budget and requests in the SOW, we have recommended the following adjustments:**

  - Implementing 4 informal focus groups with groups/round-tables with critical residential segments to be held at a City-owned facility or no cost space within the City in lieu of costly formal focus groups. We would prefer to avoid a digital meeting, but can easily adjust if circumstances do not allow for in-person meetings.

  - The additions of a thorough SWOT analysis with City staff and leadership

  - 10–12 key stakeholder interviews utilizing digital meetings (i.e. Zoom)

  - 8–10 strategic discussions with critical community partners (digital)

  - 4 informal, in-person focus groups/round-tables to discuss concepts

  - Work with City to segment key stakeholders and leverage their existing communitation channels (i.e. Chamber of Commerce, School District, Waste & Recycling Partner, utilities, etc.) to distribute respective communication for a more strategic and cost-effective outreach and distribution of the online community survey(s). This will also allow for survey customization versus a one-size-fits-all approach.

- Provide final work in vector format in several, approved variations. This will serve as the foundation for the Brand Manual. Various CMYK and RGB files will also be provided for identified, existing communication mediums.

- Within section **2 | Project Understanding & Approach**, we recommended two (2) additional phases. These phases are not included in the existing budget but we have emphasized their respective importance. Each phase can be scaled up or down. If elected to implement, a separate budget would be discussed, scoped out and worked into a revised working timeline.

5 | Conflict of Interest Statement

789, Inc. does not have any financial, business, or other relationship with the City of Montebello that may have an impact upon the outcome of this contract.

6 | Cost Proposal

The following cost proposal is an all-inclusive, campaign. This incorporates a blended hourly rate of $115. Individual hourly rates are listed under each respective team member on ***page 18***. All anticipated costs are included. Cost proposal incorporates the deliverables and phases found in the Scope of Services and Approach.

4 | Proposed Scope of Services + 6 | Cost Proposal

PHASE	ACTIVITY	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	EST. HOURS
1	Research + Foundation	0	167	33	0	0	0	200
	Gather and collect any and all important project-related information from the City		8					8
	Gather input and encourage participation from community leaders most engaged in this rebranding initiative		32					32
	Identify subtle nuances and the most compelling attributes of the City's role		12					12
	Conduct a review and audit of all City communications materials.		12					12
	Conduct a review of a similar local government agency(ies) with an effective marketing strategy.		18					18
	Conduct quantitative research in the form of a brand survey in consultation with the Administration Department and launch of the survey.		40					40
	Conduct qualitative research by conducting, 4 informal focus groups and 10-12 stakeholder interviews, including the development of the focus group and interview instruments.		45	25				70
	Assess the perception of the current brand based on data analysis of the research.			8				8
								$23,000
2	Development + Valuation	0	0	104	44	56	0	204
	Develop multiple logo concepts to present to City staff and community stake and shareholders (minimum of five (5) logos). It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.			80	12	8		100
	Develop brand positioning and possible taglines for the City.			24	8			32
	Validate brand identity, positioning of the brand, and messaging through 4 informal focus groups.				24	24		48
	Create an updated style guidelines document (Brand Manual).					12		12
	Provide final design in various media forms for printing and reproduction, general use by the City.					12		12
		$0.00	$0.00	$11,960.00	$5,060.00	$6,440.00	$0.00	**$23,460**
5	Final Report	0	0	0	0	0	14	14
	Submit final report						7	7
	Multimedia presentation and Q&A to City leadership and possibly the Community and City Council						7	7
		$0	$0	$0	$0	$0	$1,610	**$1,610**
*	Administrative	11	5	5	5	5	0	31
	Ongoing Administration		5	5	5	5		20
	Sign and submit all necessary documents required to work with the City	0						0
	Kick-off meeting between the City and 789 team	3						3
	Set up communication process (i.e. point person/people)	2						2
	Confirm milestones, expectations and setup reporting schedule	3						3
	Set up file sharing system	1						1
	Confirm billing schedule and process	2						2
								$3,565
							Not to Exceed Budget	50,000

OPTIONAL ADDED RECOMMENDATIONS

PHASE	ACTIVITY	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	EST. Hours
3	Strategic Implementation Recommendation (INTERNAL)	x	x					120
4	Strategic Implementation Recommendation (EXTERNAL)			x	x	x		240

Attachment 1 | Project Manager References

Below, please find references for Charley Bell who will serve as the Project Manager for this project if selected. Included are the reference for the three (3) examples presented in section **3 | Relevant Experience**:

Chris Marcarello, *City Manager or* Angel Carillo, Deputy City Manager
City of Covina
Phone: (626) 991-4955 | Email: CMarcarello@covinaca.gov

Gary M. Clifford II, *Executive Vice President*
Athens Services
Phone: (626) 705-6919 | Email: gclifford@athensservices.com

Mike Dobbins, *CEO and Founder*
Vicentia / Earthmade Foods
Phone: +1 (315) 726-3205 | Email: mdobbins@vicentia.co

Jason Kruckeberg, *Asst. City Manager / Development Services Dir.*
City of Arcadia
Phone: (626) 574-5414 | Email: jkruckeberg@arcadiaca.gov

Brian Saeki, City Manager
City of Whittier
Phone: (626) 827-4626 | Email: bsaeki@cityofwhittier.org

Denise Mitchell, *Account Manager*
WS&A (Projects: OCTA, SANDAG, FasTrak, Explor Ocean, more)
Phone: (714) 329-1179 | Email: denise_r_mitchell@hotmail.com

Annabel Adams, *Executive Director of Marketing & Communications*
UCI School of Humanities
Phone: (949) 824-8925 | Email: amadams@uci.edu

Attachment 2 | Samples of Work

The following are additional Samples of Work including:

- **Public Agency Experience**
- **Non-Profit Experience**
- **Private Entities**

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789inc.com

CITY OF ARCADIA

"Above & Beyond"

ci.arcadia.ca.us

The City of Arcadia has not traditionally reached out for assistance with outreach, education and marketing. However, the City partnered with 789, Inc. in 2015 in response to unusual press from a small subset of their community. After developing a strategic marketing plan to help strengthen the City's brand, 789 has implemented an outreach campaign to increase awareness and educate the community about what Arcadia stands for called, "See Arcadia. Above & Beyond."

The campaign was developed to promote the City's award-winning amenities including an amazing school district, diverse business districts and its Tree City USA entitlement. The campaign has been applied to informational contact materials, the UUT repeal educational materials, and the upcoming ICSC 2016

e

BAY AREA EXPRESS LANES

Metropolitan Transportation Commission

BayAreaExpressLanes.org

Developed and designed the **Bay Area Express Lanes Brand** and Graphic Identity as well as the Bay Area Express Lanes Portal website. Implemented a collaborative process with the Public Information Working Group (PIWG) to develop the online presence for the Bay Area Express Lanes. Created an interactive Express Lanes map to be used on the upcoming Bay Area Express Lanes website. Enhanced the brand name, value proposition, brand personality and the key benefits and attributes associated with the enterprise. Worked with MTC/BAIFA and the PIWG to create a logo that can be used on websites, related digital materials and other informational items. Developed a technical design Brand Guide that established the technical graphic standards standards for uniform use of the new brand, logo, colors, typography and related elements in graphics and communications.

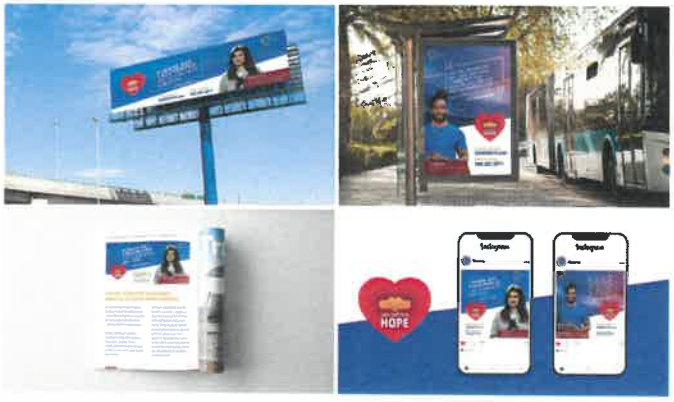
"Regional water district serving select areas in Southern California"

emwd.org

Eastern Municipal Water District contracted with 789 to provide creative support to develop the event branding, website and promotion assets for a virtual event called Waterfest. The project included the strategy, development and creative design for a social media campaign, event microsite, web assets, animations, and design assets. The campaign reached set milestones and achieved overall attendance goals.

"International company manufacturing and distributing enriched daily living products."

GanoExcel.us



789 partnered with Westbound Communications to develop and design a Covid-19 vaccination campaign for **San Bernardino County.** The Shot At Hope campaign was developed with several sub-campaign with multiple applications from print, web, social and video. The bilingual campaign was developed in English and Spanish. The campaign continues to evolve throughout the pandemic.

CASE **STUDY**

CACM
California Association of Community Managers

"Community Champions"
MyCommunityChampion.com

Determined to create awareness about the importance of community managers across the State of California, **The California Association of Community Managers (CACM)** needed an integrated, component-based branding and marketing campaign to educate major stakeholders and the general public. We worked closely with the client to deliver a dynamic campaign comprised of a mix of grassroots marketing and traditional advertising. Ultimately, the goal was to help position CACM certified managers as "Champions" of a community, working tirelessly to provide peace of mind and improve the quality of life for HOA residents in California. You can view Phase 1 of the campaign live at: cacm.org, and Phase 2 at: MyCommunityChampion.com. Phase 3 was launched and incorporates a reward-based promotion to elicit resident interaction.

WESTERN MUNICIPAL WATER DISTRICT

"Regional water district serving select areas in Southern California"

Western Municipal Water District worked with 789 to provide campaign development and creative support services for an awareness campaign tentatively called "Change It Up. Services included campaign strategy, design, web assets, social content, video, and environmental signage. The campaign featured a set of 'plant' personalities that have hacked WMWD. We will highlight and emphasize the 'hacking' via all communication mediums as a guerrilla marketing campaign geared towards sending the primary message of outdoor water use (landscaping).

The campaign will consist of a micro site, social media campaign, support print materials, video(s), in-person signage/decals/stickers, and a recommended ad campaign and potential pop-up, in-person event.

CASE **STUDY**

Emanate Health™

"Nonprofit health care provider serving the San Gabriel Valley"

EmanateHealth.org

Emanate Health is the largest nonprofit health care provider serving the one million residents of the San Gabriel Valley in California. The system provides specialized care in Behavioral Health, Cancer, Cardiovascular, Emergency, Neuroscience and Stroke, Orthopedics, Sports Medicine, and Women's Health. 789 worked with the Emanate Health team to identify and develop a range of education, outreach and marketing campaigns to bring attention to the rebrand, new services, and highlight their specialists. This included community events, education videos, social media content, environmental signage and strategic ad campaign.

CASE **STUDY**

gano excel
enriched products made to be shared

"International company manufacturing and distributing enriched daily living products."

GanoExcel.us

Gano Excel International is a Malaysian-based company manufacturing an enriched line of beverages and daily living products. The business is successful in more than 65 countries. 789 was contracted with GE to help introduce their business to the US market. We helped develop US headquarters in Irwindale, CA providing fulfillment and management. Managed average annual marketing budget of $2.7M. Chartered with launching first-ever Marketing Department comprised of graphic design, front-end development, audio and video production and writing/editing professionals as well as Spanish media coordination. Tasked with increasing sales through new business acquisition and retention, and product sales via promotions and development of new programs to reach multilingual customer base, service organizations, entrepreneurs, and investor groups. Grew sales from $800,000 to $3.5M per month within 18 months.

ADDITIONAL **PUBLIC AGENCY WORK SAMPLES**

City of West Covina: Elements of a Successful City
A branding and marketing campaign specifically designed for the City's showing at ICSC and Contract Cities. The campaign was developed leveraging the concepts of the periodic table as the building blocks of a "successful city". Materials included video, booth, printed materials, signage and online assets.

City of Hawaiian Gardens: City On the Move
A branding and marketing campaign designed for the ICSC and Contract Cities. The campaign was developed to showcase the City's recent momentum and successful developments that were receiving high visibility on a commercial level.

City of Maywood: New Horizons
A branding, marketing and PR campaign designed to showcase the City and its powerful foundation. Although the City is small geographically, it contained all of the moving parts that the majority of big business was seeking at the time. The goal was to obtain several one-on-one appointments with interested developers and manufacturers at ICSC and similar events.

City of South El Monte
A branding and marketing campaign which developed a brand new graphic identity, set of principles, and new communication mediums to help the City illustrate its positive shift in momentum. Application was citywide including online, in print and throughout the City's environmental signage.

City of Victorville
A branding and marketing campaign specifically designed for ICSC and furthering its exposure with big business, with an emphasis on manufacturing and distribution. The angle was based on recent developments of its airstrip, and the new benefits for larger businesses that require import and export of goods.

ADDITIONAL **PUBLIC AGENCY WORK SAMPLES**

FasTrak and FasTrak Flex
A branding and marketing campaign to take the existing FasTrak brand and enhance it with the launch of the new, more flexible transponder, the FasTrak Flex. The brand was developed along with a comprehensive brand guide, marketing campaign, media and community outreach and education.

Metrolink and OCTA: Once Upon A Train
The Once Upon A Train campaign was a Summer promotional campaign to engage new and current riders to interact online to create rich, dynamic content, build the Metrolink brand, increase ridership and develop a fun experience for those traveling to and from destination locations such as Disneyland, Hollywood, and popular beach cities.

iCommute: Who's Waiting for You?
A branding and marketing campaign for the new Bay Area Express Lanes. The brand was developed with several entities and boards to ensure regional acceptance. The BAEL are specially-designated highway lanes that allow solo drivers to choose to pay a toll to use the lane for a more reliable trip. The campaign consisted of several websites, print collateral, and a complimentary advertising and public relations campaign.

SANDAG: Vanpool
A marketing and outreach campaign for SANDAG to promote its vanpool services. The campaign called "Redesign Your Commute" focuses on changing the mindset of how commuters view a typical vanpool by illustrating the amenities and benefits.

OCTA: #PleaseStaySeated
A destination marketing campaign to promote the train for daily commuters, to and from work, while exposing them to entertainment destinations to influence weekend travel behavior. The multi-dimensional campaign included billboards, bus wraps, social media, advertising, events and printed outreach materials and giveaways.

ADDITIONAL **PUBLIC AGENCY WORK SAMPLES**

SANBAG: Inland Express Lanes
A branding and marketing campaign to develop the proposed express lane project in the Inland Empire. The project included a branding exploration, message development, tagline exploration and brand development for the outreach campaign as well as the new Inland Express Lanes project.

Governments SANBAG Working Together

City of Industry: 57/60 Confluence Project
The community outreach campaign included logo design, branding for the project, and development of point of contact materials including project brochures, project folders, hand outs, website, video and community outreach presentations.

City of Industry

Los Angeles County: Businesses with H.E.A.R.T.
An L.A. County-wide, marketing and outreach campaign designed to promote health awareness and education for businesses while maintaining and strengthening the L.A. County Public Health Department brand and standard of excellence. The campaign stood for Healthy Employees Advanced Resource Training. The campaign was implemented through chambers of commerce and other business associations.

COUNTY OF LOS ANGELES CALIFORNIA

Central Basin Municipal Water District: Shut Your Tap!
A marketing campaign to change social mindset about water conservation for Central Basin Municipal Water District called "Shut Your Tap!" The campaign was developed in English and Spanish and was distributed throughout the region via mailers, door hangers, bill stuffers, and local events.

Central Basin Municipal Water District

Valley County Water District
A branding campaign for Valley County Water District to change their graphic identity and reposition its mission statement and guiding pillars. The brand was launched with the District's annual water quality report mandated by the State.

VALLEY COUNTY WATER DISTRICT

ADDITIONAL **WORK SAMPLES**

The Natural History Museum of Los Angeles County
A fundraising and outreach campaign to tell the Museum's story to current and potential donors. All of the materials shared the consistent theme, "Unlock the Past, Present & Future". The campaign was released through mailers, point-of-contact materials, and signage. The campaign launched at a special invite only donors event.

Montebello-Commerce YMCA: Kids Need Heroes
A marketing and fundraising campaign for the Montebello-Commerce YMCA called Kids Need Heroes. The fundraising campaign was developed with print media exposure, to lead readers to an online fundraising web portal.

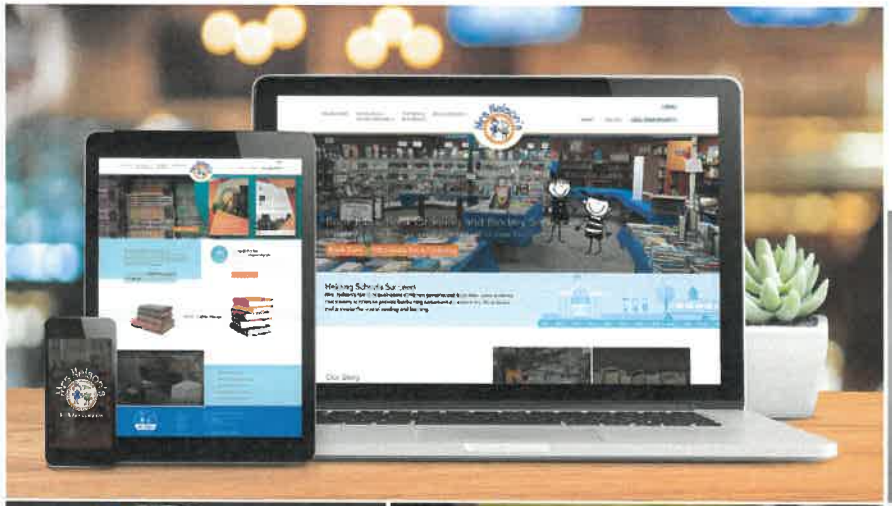
UCI: The Hill
A branding and marketing campaign to rebrand the main bookstore on the UCI campus. Through research, concept development, design and development the bookstore adopted the new brand, The Hill: where students and faculty can find, "Everything UCI + More."

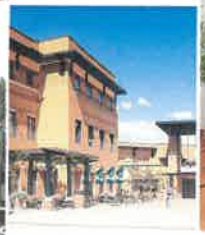
Azusa Chamber of Commerce
Developed the look and feel for Azusa Chamber of Commerce's "Taste of the Town." The look and feel was applied to fliers, ads and mailers to help promote the event to increase attendance.

West Covina: Taste of the Valley
A branding and marketing campaign for the San Gabriel Valley's first Food Festival. The event was sponsored by the City of West Covina and the Greater West Covina Business Association. The event was to be held at the Big League Dreams, to house the featured and highlighted eateries in and throughout the San Gabriel Valley.

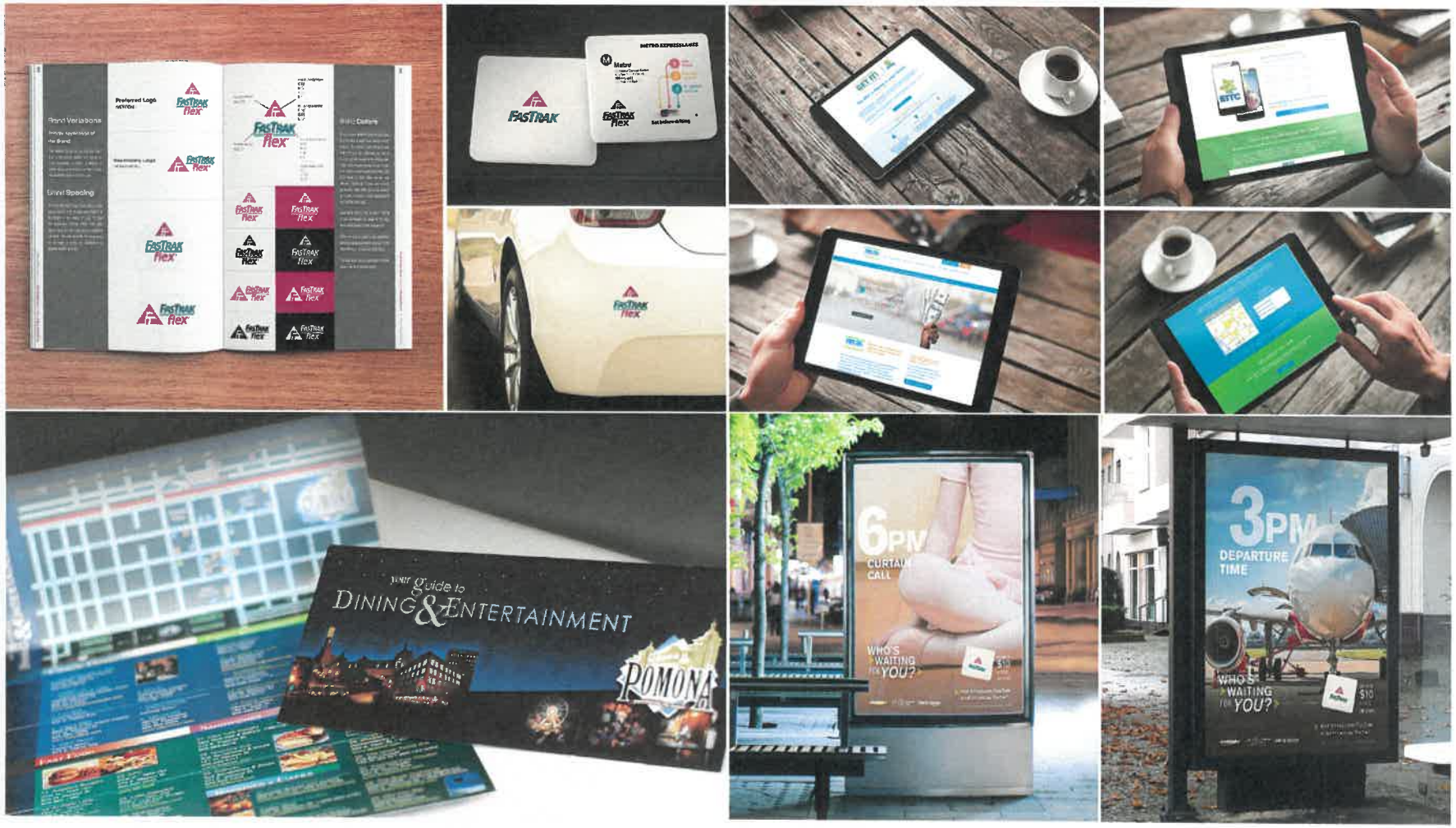
ADDITIONAL **WORK SAMPLES**

ADDITIONAL **WORK SAMPLES**





ADDITIONAL **WORK SAMPLES**



creative SYNERDgy

789 INC

Thank **You**

The 789 Team would like to thank you for the opportunity to submit our qualifications. We are confident our experience and expertise will help you achieve your goals. If you have any questions, please don't hesitate to contact us.

LOS ANGELES OFFICE (MAIN)
101 N. Citrus Ave, Suite 3C, Covina, CA 91723

O: 626.339.4789 | D: 626.533.6953
E: charley@789inc.com

Got an Idea?
Get some
Nerds.

789inc com

EXHIBIT "B"

Schedule of Compensation

Total Compensation Shall Not Exceed $50,000

EXHIBIT "C"

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2022

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	CONTACT NAME: Deanna Franzen	
Brittain Insurance Services 122 N Citrus Ave. Ste. 210 Covina CA 91723	PHONE (A/C, No, Ext): (626) 967-7985	FAX (A/C, No): (626) 967-7980
	E-MAIL ADDRESS: Deanna@BrittainInsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
789, Inc. 101 N Citrus Ave Ste 3C Covina CA 91723	INSURER A: Travelers C&S of Illinois	19046
	INSURER B: Sequoia Insurance Company	22985
	INSURER C: United States Liability Insurance Group	25895
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21122708459 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6800N53165A	01/17/2022	01/17/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							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			6800N53165A	01/17/2022	01/17/2023	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 [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWC1163966	08/01/2021	08/01/2022	[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
C	Professional Liability			SP 1570004C	01/17/2022	01/17/2023	Each Claim	$1,000,000
							Aggregate	$1,000,000
							Deductible	$2,500

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

The City of Montebello, its officers, employees, agents and volunteers added as Additional Insured, Insurance is Primary/Non-contributory, and Waiver of Subrogation as respects General Liability per contract. *30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Montebello
Attn Risk Manager
1600 West Beverly Boulevard
Montebello CA 90640

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

John Brittain

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B** .
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person

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or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

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ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. **Representations**
   By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
   b. Those statements are based upon representations you made to us; and
   c. We have issued this policy in reliance upon your representations.
7. **Separation Of Insureds**
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.
8. **Transfer Of Rights Of Recovery Against Others To Us**
   If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
9. **When We Do Not Renew**
   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraph **f.** does not include that part of any contract or agreement:
   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
   (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
    b. While it is in or on an aircraft, watercraft or "auto"; or
    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical

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device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended

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use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

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b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

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creative SYNERDgy
789 INC
BRANDING | DESIGN | MARKETING

MARKETING
BRANDING
DESIGN

DATE: 03.08.22

TO: Michael Chee, Deputy Director, Public Affairs
City of Montebello | 1600 W. Beverly Blvd., Montebello, CA 90640

RE: Letter of Recommendation for Gabriela Quintana

After review of the Service Agreement, we (789, inc.) would like to request an exemption to the auto insurance requirement because driving is not required to perform the services laid out in the scope of work.

Thank you for the consideration.

Respectfully,

Charles Bell, *President*
789, Inc. | Marketing | Branding | Design
o | 626.339.4789
d | 626.533.6953
e | charley@789inc.com

MBE CERTIFIED
SC07181

SBE CERTIFIED
2001428

LA COUNTY OFFICE
101 N. Citrus Ave. Suite 3C,
Covina, CA 91723

CONTACT
+1.626.339.4789
dontbeshy@789inc.com
@789inc

ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVAL OF AGREEMENT NO. 4048 - LS-1 OPTION E AGREEMENT WITH SOUTHERN CALIFORNIA EDISON TO REPLACE HIGH PRESSURE SODIUM VAPOR STREET LIGHTS WITH LIGHT-EMITTING DIODE STREET LIGHTS**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve an LS-1 Option E authorization with Southern California Edison (SCE) to replace high pressure sodium vapor (HPSV) street lights with light-emitting diode (LED) street lights, and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
2. Authorize the City Manager or his designee to sign the authorization agreement; and
3. Take all necessary, additional actions as necessary.

FISCAL IMPACT:

Southern California Edison (SCE) offers a program to cities that replaces older, less efficient High Pressure Sodium Vapor (HPSV) streetlights with Light-Emitting Diode (LED) lights. The "turnkey" program is managed by SCE, and does not require any out of pocket funds or financing from the City. SCE updates the "tariff" (i.e., rate plan) for the streetlights, and imbeds the capital charges for swapping out HPSV to LED lights in the new rate.

There will be a cost savings based on the more efficient LED lights, and even with the

capital costs of the light replacement amortized over twenty years contained in the new "tariff," SCE estimates that during the 20-year project repayment period, Montebello will save approximately $218,000 annually. Once the repayment period is over, savings will increase to approximately $300,000 annually. Over the course of the initial 20 years, Montebello will see a cost reduction of $4,375,200 in current dollars which is net of the embedded recovery mechanism in the LS-1 Option E tariff:

- Total savings for Montebello over 20 years – $6,012,840
- Total embedded recovery mechanism collection over the initial 20 years - $1,637,640
- Total net savings to Montebello after recovery mechanism - $4,375,200

All streetlight related expenditures are recorded in the General Fund. Therefore, the annual savings will positively impact the General Fund, freeing up resources for other uses.

BACKGROUND/DISCUSSION:

The LS-1 Option E tariff is a turnkey program offered by Southern California Edison (SCE) to local governments to replace aging HPSV “cobra head” street lights with new, more efficient LED street lights. This tariff (LS-1 Option E) facilitates street light replacement with local government concurrence and authorization, after which SCE manages the implementation process from start to finish. SCE does not require any up-front capital from Montebello to complete this project. Instead, capital costs are amortized through energy savings over a 20-year period with zero interest.

If approved by the City Council, current estimated planning lead time is expected to be roughly five months until project implementation begins (i.e., approximately April, 2023). With 4,116 SCE owned street lights in Montebello, SCE teams will work during normal business hours for about six weeks to complete the project (i.e., estimated completion by the end of May, 2023).

As soon as the project is finished, SCE will begin the process of changing mapping and billing records which often takes several months to complete. SCE will credit Montebello’s street light billing back to the date of project completion to ensure savings are provided from the time the project was completed. After implementation, Montebello will save approximately $218,000 annually on the City’s street lighting energy bill from SCE. After the initial 20 year repayment period, Montebello’s savings will grow to an estimated $300,000 annually. (This estimate is a snapshot based on today’s dollars and electricity rates, and applicable to Montebello’s street lighting energy bill from SCE). Based on the project timeline, savings will be realized in Fiscal Year 2023-24.

Over 275,000 street lights have been replaced by SCE over the last several years in communities across Southern California. This project meets both financial and sustainability goals as set forth by the City Council for the community, lowering not only cost, but energy usage and reducing Montebello’s carbon footprint.

The new LED fixtures provide superior optics compared to the older generation HPSV lights, are dark sky compliant, and more effectively place light on the street surface with less light intrusion to residents. The lights also improve 'visual acuity," allowing drivers, pedestrians, and cyclists to see more clearly and with more detail during the evening hours, providing a safer night environment for our residents. SCE will utilize a standard wattage ratio to match existing lights and conditions on our streets and staff suggests adopting the color temperature standard of 3,000 kelvin across Montebello.

ENVIRONMENTAL IMPACT:

The Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that 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. In addition, the Project is also exempt from CEQA under the Class 3 categorical exemption set forth under to Section 15303 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed replacement of high pressure sodium vapor (HPSV) street lights with light-emitting diode (LED street lights does not have the potential to degrade the quality of the environment or have a significant effect on the environment. On the contrary, this new LED technology will be more energy efficient with longer life spans resulting in an upgraded option for lighting within the City.

ANALYSIS:

N/A

SUMMARY:

City Council approval of an LS-1 Option E authorization with Southern California Edison (SCE) to replace high pressure sodium vapor (HPSV) street lights with light-emitting diode (LED) street lights; and authorize the City Manager or his designee to sign the authorization agreement.

ATTACHMENT(S)

1. Attachment A - LS-1 Option E Agreement No. 4048
2. Attachment B - LS-1 Option E Rate Analysis
3. Attachment C - Post EEP Analysis
4. Attachment D - LS-1 Option E Overview

NEXT STEPS:

N/A

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

CITY OF MONTEBELLO AGREEMENT NO. 4048

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____(Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.

2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.

2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).

4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

5. AMENDMENTS; ASSIGNMENTS

5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).

5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

_____
(Name)

_____
(Title)

_____
(Address)

_____
(City, State, Zip)

SCE:

Business Customer Division

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.

10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

_____

CUSTOMER ACCOUNT NO.

_____

SERVICE ACCOUNT NO.

_____
(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

_____

APPLICANT REQUESTED READY TO SERVE DATE

ASAP

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____

LS-1 OPTION E SAVINGS ANALYSIS

CUSTOMER NAME MONTEBELLO, CITY OF
Customer Number: 1005063395

Lamp Wattage	Lamp Count	Estimated High Pressure Sodium Vapor (HPSV) Annual Costs	Estimated Light Emitting Diode (LED) Annual Costs	Estimated Annual Savings
50 Watt	4	$590	$560	$30
70 Watt	56	$9,280	$8,040	$1,240
100 Watt	2,822	$534,770	$429,090	$105,680
150 Watt	212	$52,610	$36,860	$15,750
200 Watt	963	$276,760	$187,390	$89,370
250 Watt	35	$11,810	$8,190	$3,620
310 Watt	0	$0	$0	$0
400 Watt	24	$9,150	$6,080	$3,070
Total	4,116	$894,970	$676,210	$218,760

This document is being provided in response to your request for an SCE specific rate analysis. Unbundled service rates include SCE's delivery and Cost Responsibility Surcharge (CRS) costs; but exclude generation costs. For genertaion costs, please contact your Community Choice Aggegation Service Provider or Direct Access Electric Service Provider for more details.

This analysis is only a 12 month estimate and the results presented are based on HPSV Lamp Wattage and counts above as of April 2022, LED wattage conversion lamps available at this time, and March 1, 2022 rates. This analysis excludes the following when applicable: Tap Device Charge, State Tax, Utility Users Tax, and Generation Municipal Surcharge. The analysis does not include costs associated with Incandescent, Mercury Vapor, Low Pressure Sodium Vapor, Metal Halide, or already existing LED Lamps. Actual costs may vary due to factors including but not limited to, rate changes, factor changes, wattage conversion changes, excluded cost components.

This analysis is provided to help you evaluate your current Southern California Edison (SCE) bill and/or compare your projected bills to other SCE rate options. These results are based on your past usage and/or assumptions about your energy usage and cannot be guaranteed by SCE. This rate analysis may not reflect all of the rate options that are available to you as an SCE customer. Your actual bills will vary from this analysis due to changes to your actual usage and assumptions such as operating hours, the equipment you use, kVAR charges, weather patterns, service voltage, firm service levels, taxes, and added facilities charges. Moreover, the rate options used in this analysis are subject to change by the California Public Utilities Commission (CPUC), which would also alter the outcome of this analysis.

If your current rate schedule becomes unavailable — either by action of the CPUC or because you are no longer eligible to be placed on the rate — you will be notified of your rate options. If you do not select a different applicable rate option at that time, you will be placed on a default rate schedule.

POST ENERGY EFFICIENCTY PREMIUM SAVINGS ANALYSIS

CUSTOMER NAME MONTEBELLO, CITY OF
Customer Number: 1005063395

Lamp Wattage	Lamp Count	EEP Per Month*	Estimated Monthly Savings
50 Watt	4	$1.42	$6
70 Watt	56	$1.48	$83
100 Watt	2,822	$1.55	$4,374
150 Watt	212	$1.67	$354
200 Watt	963	$1.93	$1,859
250 Watt	35	$2.26	$79
400 Watt	24	$2.88	$69
Total	4,116		$6,824

Estimated Additional Monthly Savings After 20 Years:	$6,824
Estimated Additional Annual Savings After 20 Years:	$81,882
Estimated Annual Savings During 20 Year Repayment:	$218,760
Estimated Annual Savings Post 20 Repayment:	$300,642

*EEP (Energy Energy Efficiency Premium) is based on rate factors effective 6/1/2022

This analysis is provided to help you evaluate your current Southern California Edison (SCE) bill and/or compare your projected bills to other SCE rate options. These results are based on your past usage and/or assumptions about your energy usage and cannot be guaranteed by SCE. This rate analysis may not reflect all of the rate options that are available to you as an SCE customer. Your actual bills will vary from this analysis due to changes to your actual usage and assumptions such as operating hours, the equipment you use, kVAR charges, weather patterns, service voltage, firm service levels, taxes, and added facilities charges. Moreover, the rate options used in this analysis are subject to change by the California Public Utilities Commission (CPUC), which would also alter the outcome of this analysis.

If your current rate schedule becomes unavailable — either by action of the CPUC or because you are no longer eligible to be placed on the rate — you will be notified of your rate options. If you do not select a different applicable rate option at that time, you will be placed on a default rate schedule.

LS-1 Option E – Primer

Background

- LS-1 Option E is the tariff which allows local governments and street lighting customers to authorize and request SCE to replace older, less efficient technology with new LED fixtures.

- There is no up-front cost to the customer and SCE manages the project from start to finish with a current wait time of approximately five months prior to commencing installation.

- Fixture replacements are conducted quickly and safely, with minimal disruption to area residents. There are no required outages and crews can work curbside safely. In fact, most people don't even know SCE has replaced fixtures on their block until they notice the new street lighting. There are currently ~275,000 streetlights under this program throughout our service territory.
- The lights utilize less energy and contribute significantly to the reduction of your jurisdiction's carbon footprint in addition to lowering cost and energy consumption.

Technology

- SCE utilizes GE Evolve Roadway Fixtures as the LED replacement technology. It is reliable, dark sky compliant, and robust in a variety of conditions. These lights provide significantly improved "visual acuity", leading to increased nighttime visibility and a safer environment for motorists, cyclists, and pedestrians during the evening hours.

- The process of implementation is initiated once SCE receives the signed LS-1 Option E authorization and the jurisdiction confirms streetlight preferences (i.e. Warmer 3,000k or a mix of 3000k temperature in residential areas and 4,000k temperatures on main streets and arterials). Once color preference has been confirmed, SCE will order material and begin installation within about four to five months (slightly longer if changes are made to standard wattage levels).

- Life expectancy for the new technology is expected from between 12-20 years. The streetlights are replaced as needed by SCE as part of its routine streetlight maintenance program.

Cost Recovery

- LS-1 Option E includes a recovery mechanism embedded within the tariff, which recovers the cost of the initial installation and materials over 20 years. Because of this mechanism, customers see an immediate reduction in street lighting costs after implementation. There is no up-front cost required and no interest associated with the recovery mechanism. SCE is happy to provide a savings outlook specific to your community.

- Savings are applied as soon as replacement efforts are completed. SCE credits an account from the date of completion, so that regardless of any billing implementation delays, the jurisdiction will still benefit.

For additional information or to set up a presentation, please contact SCE's Streetlight Projects Manager, John King at john.king@sce.com or 626-201-7726.

ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2022**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2022.

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of September 30, 2022 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing June 2021 vs. 2022 and September 2021 vs. 2022 ending balances. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	Sept. 30, 2021	June 30, 2022	Sept 30, 2022
General	53,894,820	54,589,647	78,705,924	58,609,764
Successor Agency	13,524,868	9,069,825	19,405,616	14,495,234
Housing Successor Agency	455,562	621,444	633,672	1,055,112
Trust & Agency	1,300,657	1,331,749	1,091,804	1,105,889
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564
	69,189,471	**65,626,229**	**99,850,581**	**75,279,564**

As of September 30, 2022, total available cash was $9.653 million greater than the same quarter, prior year. Cash is down versus June 30, 2022, but that is expected as expenses fluctuate at different times each year. The City's overall cash position has improved over the years. For example, the June balance for the past seven years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110

Comparing September ending balances from prior years, in 2016 overall cash was $39.777 million, $35.503 million less than September, 2022 ($75.280 million).

The continuing strength of the City's cash position is due to a number of reasons. A primary factor contributing to additional cash is proceeds from Measure H, the City's ¾ cent transaction and use tax. Property tax receipts are also up, as overall assessed values in the City continue to grow. It should also be noted that monthly cash balances do fluctuate, as expenses can vary considerably from month to month, especially when comparing prior years. The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project.

Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past seven years, and remains strong. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments such as payroll or invoices due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twelve months, as the Federal Reserve raises the federal funds rate in an effort to combat high inflation.

The effective rate of return on the City's investment portfolio as of September 30, 2022 was 1.26%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (October 11) have the 10-year yield at 3.93%, 5-year at 4.14% and the 2-year yield at 4.30%. The inverted yield-curve – where shorter-term treasuries have higher yields than longer-term ones despite carrying lower risk – is not often seen, and is often viewed as a harbinger to a recession. The majority of the City's idle cash is held in LAIF, with the September quarterly yield at 1.35%, up from 0.75% in June, and more than five times the September 2021 yield of 0.24%.

The City's current investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help the City's idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on the timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally,

investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately $2.232 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, at quarter end from June, 2020 through September, 2022. The changing amounts in available cash illustrate the trends of incoming revenue vs. outgoing expenses throughout the year. The average quarterly balance for the City's checking account since June 2020 is $6.329 million, more than sufficient to meet weekly and bi-weekly expenses such as accounts payable and payroll.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Succesor Agency)
2020	JUNE	$ 5,706,451	$ 39,978,695	$ 9,502,193
2020	SEPTEMBER	$ 3,632,854	$ 28,523,514	$ 9,536,864
2020	DECEMBER	$ 3,413,754	$ 20,998,975	$ 9,557,116
2021	MARCH	$ 5,259,121	$ 23,031,241	$ 9,572,227
2021	JUNE	$ 11,921,868	$ 37,556,500	$ 9,582,684
2021	SEPTEMBER	$ 2,298,948	$ 47,583,249	$ 9,020,508
2021	DECEMBER	$ 10,757,576	$ 46,614,203	$ 8,996,214
2022	MARCH	$ 8,220,964	$ 57,639,656	$ 14,001,395
2022	JUNE	$ 8,644,963	$ 65,334,697	$ 14,012,253
2022	SEPTEMBER	$ 3,429,416	$ 50,945,633	$ 14,038,487
		$ 6,328,592	**$ 41,820,636**	**$ 10,781,994**

The City's Investment Policy was most recently reviewed and approved by the City Council on June 8, 2022. Prior to that, the policy was reviewed, approved and updated on: June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code, which has been rectified over the last three years. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis (when they were even presented).

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and

Government Code. For the first time in the City's year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL IMPACT:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2022.

ATTACHMENT(S)

1. Attachment A - Cash Report as of September 30, 2022
2. Attachment B - Portfolio Summary as of September 30, 2022

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF SEPTEMBER 30, 2022

BANK OF THE WEST

	Account Number	Account Name	9/30/22
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,055,112.27
2	XXXX-XX093	Successor Agency of the City of Montebello	$456,747.12
3	XXXX-71041	City of Montebello	$2,002,714.64
4	XXXX-00184	City of Montebello - FSA	$7,936.56
5	XXXX-XX331	General	$3,429,416.48
6	XXXX-XX287	Trust & Agency	$6,063.99
7	XXXX-XX803	Police Retiree Health Account	$771,200.47
8	XXXX-XX267	Payroll	$0.00
9	XXXX-XX362	Fire Retiree Health Account	$320,687.92
			$8,049,879.45

STATE OF CALIFORNIA

	Account Number	Account Name	9/30/22
1	XX-XX-551	General	$50,945,633.35
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$14,038,487.21
			$64,984,120.56

FIRST MERCANTILE TRUST

Account Number	Account Name	9/30/22
XXX-XX-X746	CORPORATE ACCOUNT	$12.98
XXX-XX-X999	TRUST ACCOUNT	$13,551.48
		$13,564.46

Pershing LLC - CDs

Account Number	Account Name	9/30/22
CD	Enerbank USA (10/9/19-9/13/23)	$249,000.00
CD	Ally Bank (10/9/19-10/3/22)	$247,000.00
CD	Sallie Mae Bank (10/9/19-9/18/24)	$247,000.00
CD	RIA Federal Credit Union (10/11/19-10/11/23)	$249,000.00
CD	BMW Bank North America (10/11/19-10/11/23)	$247,000.00
CD	Wells Fargo Bank (10/17/19-10/17/22)	$249,000.00
CD	Merrick Bank (10/18/19-10/18/24)	$249,000.00
CD	Morgan Stanley Bank (10/30/19-10/30/24)	$247,000.00
CD	HSBC Bank USA (5/7/20-5/7/25)	$248,000.00
		$2,232,000.00

Total General Cash/Investments	$58,609,764.47
Total SA Cash/Investments	$14,495,234.33
Total HSA Cash/Investments	$1,055,112.27
Total T&A Cash/Investments	$1,105,888.94
Total Trustee Cash	$13,564.46
Total Cash/Investments	$75,279,564.47

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
September 30, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	50,945,633.35	50,945,633.35	50,945,633.35	95.80	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	2,232,000.00	2,232,000.00	2,232,000.00	4.20	1,533	470	1.793	1.818
Investments	**53,177,639.73**	**53,177,639.73**	**53,177,639.73**	**100.00%**	**65**	**21**	**1.313**	**1.331**
Cash, Pending Redemptions and Accrued Interest								
Passbook/Checking (not included in yield calculations)	5,432,131.12	5,432,131.12	5,432,131.12		1	1	0.000	0.000
Accrued Interest at Purchase		1,834.92	1,834.92					
Pending Redemptions	1,519,566.49	1,519,566.49	1,519,566.49					
Subtotal		6,953,532.53	6,953,532.53					
Total Cash, Pending Redemptions and Investments	**60,129,337.34**	**60,131,172.26**	**60,131,172.26**		**65**	**21**	**1.313**	**1.331**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	68,009.25	222,591.87
Average Daily Balance	**65,497,510.94**	**72,840,436.82**
Effective Rate of Return	**1.26%**	**1.21%**

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	50,945,633.35	50,945,633.35	50,945,633.35	1.310		1.310	1	
		Subtotal and Average	**59,645,633.35**		**50,945,633.35**	**50,945,633.35**	**50,945,633.35**			**1.310**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**			**0.500**	**1**	
Negotiable CDs												
02007GMC4.	32	ALLY BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	2	10/03/2022
05580ASV7	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	375	10/11/2023
29278TLF5	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	347	09/13/2023
44329ME33	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	949	05/07/2025
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	748	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	705	09/05/2024
749622AP1	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	375	10/11/2023
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	718	09/18/2024
949763L46	46	WELLS FARGO BANK		10/17/2019	249,000.00	249,000.00	249,000.00	2.000		2.002	16	10/17/2022
		Subtotal and Average	**2,520,166.67**		**2,232,000.00**	**2,232,000.00**	**2,232,000.00**			**1.818**	**470**	
		Total and Average	**65,497,510.94**		**53,177,639.73**	**53,177,639.73**	**53,177,639.73**			**1.331**	**21**	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	5,432,131.12	5,432,131.12	5,432,131.12			0.000	1
		Average Balance	**0.00**	Accrued Interest at Purchase		1,834.92	1,834.92				**1**
				Subtotal		5,433,966.04	5,433,966.04				
		Total Cash and Investments	**65,497,510.94**		**58,609,770.85**	**58,611,605.77**	**58,611,605.77**			**1.331**	**21**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	50,945,633.35	50,945,633.35	50,945,633.35	1.310	1	1.310	20,978.58	0.00	
		Subtotal and Average	**59,645,633.35**		**50,945,633.35**	**50,945,633.35**	**50,945,633.35**	1.310	1	1.310	20,978.58	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.10	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**	0.500	1	0.500	-7,546.70	0.00	
Negotiable CDs													
02007GMC4.	32	ALLY		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	2	1.901	2,250.07	0.00	10/03/2022
05580ASV7	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	375	1.851	2,165.82	0.00	10/11/2023
29278TLF5	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	347	1.800	601.69	0.00	09/13/2023
44329ME33	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	949	1.300	1,289.60	0.00	05/07/2025
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	748	1.902	570.31	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	705	1.902	2,262.93	0.00	09/05/2024
749622AP1	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	375	1.801	626.25	0.00	10/11/2023
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	718	1.902	2,262.93	0.00	09/18/2024
949763L46	46	WELLS		10/17/2019	249,000.00	249,000.00	249,000.00	2.000	16	2.001	614.06	0.00	10/17/2022
		Subtotal and Average	**2,520,166.67**		**2,232,000.00**	**2,232,000.00**	**2,232,000.00**	1.817	470	1.818	12,643.66	0.00	
		Total and Average	**65,497,510.94**		**53,177,639.73**	**53,177,639.73**	**53,177,639.73**	1.331	21	1.331	26,075.54	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	5,432,131.12	5,432,131.12	5,432,131.12	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**	Accrued Interest at Purchase		1,834.92	1,834.92					
				Subtotal		5,433,966.04	5,433,966.04					
	Total Cash and Investments		**65,497,510.94**		**58,609,770.85**	**58,611,605.77**	**58,611,605.77**	1.208	19	1.208	26,075.54	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	50,945,633.35	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		50,945,633.35	50,945,633.35
Local Agency Investment Funds Totals			**50,945,633.35**				**1.292**	**1.310**		**0.00**	**50,945,633.35**	**50,945,633.35**
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			**6.38**				**0.493**	**0.500**		**0.00**	**6.38**	**6.38**
Negotiable CDs												
02007GMC4.	32	ALLY	247,000.00	1.900	10/03/2022	10/09/2019	1.876	1.902	04/03 - 10/03	77.15	247,000.00	247,000.00
05580ASV7	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
29278TLF5	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	Received	249,000.00	249,000.00
44329ME33	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
59013KDM5	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
61760AX53	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
749622AP1	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
7954504D4	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
949763L46	46	WELLS	249,000.00	2.000	10/17/2022	10/17/2019	1.975	2.002	11/17 - Monthly		249,000.00	249,000.00
Negotiable CDs Totals			**2,232,000.00**				**1.793**	**1.818**		**784.32**	**2,232,000.00**	**2,232,000.00**
Investment Totals			**53,177,639.73**				**1.313**	**1.331**		**784.32**	**53,177,639.73**	**53,177,639.73**

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	5,432,131.12			08/31/2019	0.000	0.000	07/31 - Monthly		5,432,131.12	5,432,131.12
		Cash Totals	**5,432,131.12**							**0.00**	**5,432,131.12**	**5,432,131.12**
	Total Cash and Investments		**58,609,770.85**				**1.313**	**1.331**		**784.32**	**58,609,770.85**	**58,609,770.85**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
September 30, 2022

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
				Subtotal	**529,566.49**
Negotiable CDs					
14042RNV9	37	CAPITAL ONE NA	10/10/2019	09/06/2022	247,000.00
14042TCM7	35	CAPITAL ONE BANK USA NA	10/10/2019	09/06/2022	247,000.00
38149MGL1	39	GOLDMAN SACHS BANK USA	10/10/2019	09/26/2022	247,000.00
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
				Subtotal	**990,000.00**
				Total Pending Redemptions	**1,519,566.49**

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
September 1, 2022 through September 30, 2022

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.310		0.00	9,000,000.00	
		Subtotal	**59,945,633.35**			**0.00**	**9,000,000.00**	**50,945,633.35**
Savings Accounts (Monthly Summary)								
		Subtotal	**6.38**					**6.38**
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				2,172,855.08	0.00	
		Subtotal	**3,259,276.04**			**2,172,855.08**	**0.00**	**5,432,131.12**
Negotiable CDs								
14042RNV9	37	CAPITAL ONE NA		1.800	09/06/2022	0.00	247,000.00	
14042TCM7	35	CAPITAL ONE BANK USA NA		1.800	09/06/2022	0.00	247,000.00	
38149MGL1	39	GOLDMAN SACHS BANK USA		1.950	09/26/2022	0.00	247,000.00	
		Subtotal	**2,973,000.00**			**0.00**	**741,000.00**	**2,232,000.00**
		Total	**66,177,915.77**			**2,172,855.08**	**9,741,000.00**	**58,609,770.85**

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
September 2021 through September 2022

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
September	**2021**	19	51,334,821.21	1.324	1.343	1.310	0	0	93	44
October	**2021**	19	46,116,776.29	1.326	1.344	1.310	0	0	99	47
November	**2021**	19	46,116,776.29	1.326	1.344	1.310	0	0	99	45
December	**2021**	18	50,116,776.29	1.323	1.341	1.310	0	0	92	39
January	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	30
February	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	29
March	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	27
April	**2022**	18	63,157,703.08	1.313	1.331	1.310	0	1	68	25
May	**2022**	17	57,307,703.08	1.315	1.333	1.310	0	0	74	25
June	**2022**	16	68,307,703.08	1.311	1.330	1.310	0	0	63	20
July	**2022**	16	68,418,639.33	1.311	1.330	1.310	0	0	63	19
August	**2022**	16	62,918,639.73	1.313	1.331	1.310	0	0	68	19
September	**2022**	16	53,177,639.73	1.313	1.331	1.310	0	3	65	21
	Average	**18**	**57,723,089.55**	**1.318%**	**1.336%**	**1.310**	**0**	**0**	**78**	**30**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
September 2021 through September 2022

Security Type	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU	0.6	0.6	0.6	0.6	0.5	0.5	0.5							0.3%
Local Agency Investment Funds	92.7	92.4	92.4	93.0	94.3	94.3	94.3	95.3	94.8	95.7	95.7	95.3	95.8	94.3%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	6.8	7.0	7.0	6.4	5.3	5.3	5.3	4.7	5.2	4.4	4.4	4.7	4.2	5.4%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
September 30, 2022

	September 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	1,586.09	4,707.11
Plus Accrued Interest at End of Period	18,541.20	18,541.20
Less Accrued Interest at Beginning of Period	(16,339.23)	(10,254.48)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	3,788.06	12,993.83
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	3,788.06	12,993.83
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	110,936.65
Plus Accrued Interest at End of Period	13,431.88	13,431.88
Less Accrued Interest at Beginning of Period	(-50,789.31)	(-85,229.51)
Interest Earned during Period	64,221.19	209,598.04
Total Interest Earned during Period	**68,009.25**	**222,591.87**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**68,009.25**	**222,591.87**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
September 30, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,038,487.36	14,038,487.36	14,038,487.36	100.00	1	1	0.334	0.339
Investments	**14,038,487.36**	**14,038,487.36**	**14,038,487.36**	**100.00%**	**1**	**1**	**0.334**	**0.339**
Cash								
Passbook/Checking (not included in yield calculations)	456,747.12	456,747.12	456,747.12		1	1	0.000	0.000
Total Cash and Investments	**14,495,234.48**	**14,495,234.48**	**14,495,234.48**		**1**	**1**	**0.334**	**0.339**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	3,911.55	11,992.00
Average Daily Balance	**14,901,886.98**	**17,901,196.57**
Effective Rate of Return	**0.32%**	**0.27%**

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	14,038,487.36	14,038,487.36	14,038,487.36	0.339		0.339	1	
		Subtotal and Average	**14,038,487.36**		**14,038,487.36**	**14,038,487.36**	**14,038,487.36**			**0.339**	**1**	
		Total and Average	**14,901,886.98**		**14,038,487.36**	**14,038,487.36**	**14,038,487.36**			**0.339**	**1**	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	456,747.12	456,747.12	456,747.12			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**14,901,886.98**		**14,495,234.48**	**14,495,234.48**	**14,495,234.48**			**0.339**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	14,038,487.36	14,038,487.36	14,038,487.36	0.339	1	0.339	-15,548.17	0.00	
		Subtotal and Average	**14,038,487.36**		**14,038,487.36**	**14,038,487.36**	**14,038,487.36**	0.339	1	0.339	-15,548.17	0.00	
		Total and Average	**14,901,886.98**		**14,038,487.36**	**14,038,487.36**	**14,038,487.36**	0.339	1	0.339	-15,548.17	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	456,747.12	456,747.12	456,747.12	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**									
	Total Cash and Investments		**14,901,886.98**		**14,495,234.48**	**14,495,234.48**	**14,495,234.48**	0.328	1	0.328	-15,548.17	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
September 30, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	14,038,487.36	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,038,487.36	14,038,487.36
Local Agency Investment Funds Totals			**14,038,487.36**				**0.334**	**0.339**		**0.00**	**14,038,487.36**	**14,038,487.36**
Investment Totals			**14,038,487.36**				**0.334**	**0.339**		**0.00**	**14,038,487.36**	**14,038,487.36**

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
September 30, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	456,747.12			08/31/2019	0.000	0.000	09/30 - Monthly		456,747.12	456,747.12
		Cash Totals	**456,747.12**							**0.00**	**456,747.12**	**456,747.12**
		Total Cash and Investments	**14,495,234.48**				**0.334**	**0.339**		**0.00**	**14,495,234.48**	**14,495,234.48**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
September 1, 2022 through September 30, 2022

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		0.339		0.15	0.00	
		Subtotal	**14,038,487.21**			**0.15**	**0.00**	**14,038,487.36**
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	420,675.00	
		Subtotal	**877,422.12**			**0.00**	**420,675.00**	**456,747.12**
		Total	**14,915,909.33**			**0.15**	**420,675.00**	**14,495,234.48**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
September 2021 through September 2022

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
September	**2021**	2	9,020,507.99	0.334	0.339	0.339	0	0	1	1
October	**2021**	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
November	**2021**	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
December	**2021**	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
January	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
February	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
March	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
April	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
May	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
June	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
July	**2022**	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
August	**2022**	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
September	**2022**	2	14,038,487.36	0.334	0.339	0.339	0	0	1	1
	Average	**2**	**12,474,273.56**	**0.334%**	**0.339%**	**0.339**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
September 2021 through September 2022

Security Type	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
September 30, 2022

	September 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.15	26,234.07
Plus Accrued Interest at End of Period	-15,548.17	-15,548.17
Less Accrued Interest at Beginning of Period	(-19,459.57)	(-1,306.10)
Interest Earned during Period	3,911.55	11,992.00
Total Interest Earned during Period	**3,911.55**	**11,992.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**3,911.55**	**11,992.00**

ITEM # 23

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **AUTHORIZATION TO APPROVE ADDITIONAL PURCHASES FROM THE SAUCE CREATIVE SERVICES CORPORATION FOR FISCAL YEAR 2022-23**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve an additional $100,000 for community promotions, general printing, and graphic design services from The Sauce Creative Services Corporation (The Sauce); and
2. Take any additional actions necessary to effectuate the procurement of services.

FISCAL IMPACT:

At the beginning of Fiscal Year 2022-23, the City Manager approved a purchase order with The Sauce for $50,000. If this amended request is approved, an additional $100,000 will be available for services citywide through June 30, 2023. Upon identifying items or services needed, departments will submit a purchase order request that identifies the specific account used for the purchase. Encumbering funds will not occur until the purchase order is reviewed to assess the need and approved. At this point, no budget amendment is needed. Staff will monitor expenses in the specific accounts and adjust the budget if and as necessary.

BACKGROUND/DISCUSSION:

In July 2022, the City Manager approved a purchase order with The Sauce for $50,000.

The Sauce provides graphic design and printing services to assist staff in conducting various community promotions and outreach. During the first half of the fiscal year, the City experienced more expenditures than initially anticipated. This is primarily due to increased community outreach efforts related to local events and programs (e.g., redistricting, street fairs and farmers market, State of the City Address, and November 8th General Election).

A review of the expenditures and purchase order encumbrances conducted on November 1, 2022, projects that spending will exceed $50,000 before December 1, 2022. To ensure that sufficient funds are available, it is recommended that City Council authorize up to an additional $100,000 for purchases through June 30, 2023.

Over the past few years, the City has used The Sauce and other local vendors to provide graphic design and print services to assist with engaging members of the community. The Sauce has consistently provided satisfactory services and has proven to be an essential partner in achieving the City's objective to improve community outreach.

ENVIRONMENTAL IMPACT:

There is no environmental impact.

ANALYSIS:

N/A

SUMMARY:

Staff recommends that City Council approve up to an additional $100,000 for items and services from The Sauce. Initially, the City Manager approved a purchase order for $50,000; however, due to increased community engagement and outreach efforts, expenditures are higher than anticipated. The additional funds should be sufficient for purchases through the remainder of the fiscal year (June 30, 2023).

ATTACHMENT(S)

None

NEXT STEPS:

N/A

RESOLUTION NO. 22-89
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1541, consisting of 8 pages, and including:

Warrant No.

General: Checks No. 597959 through 598102
ACH No. 3055 through 3128

Successor Agency: ACH No. 10 through 10

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance 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 passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 16th day of November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.22-89 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 16th day of November 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1541
From Payment Date 10/14/22 - To Payment Date 10/27/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3055	10/20/2022	$4,973.94	TRAINING	3163	BANK OF AMERICA
3056	10/20/2022	$2,077.65	SUPPLIES	3163	BANK OF AMERICA
3057	10/20/2022	$2,216.90	TRAINING	3163	BANK OF AMERICA
3058	10/20/2022	$3,103.50	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
3059	10/20/2022	$340.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
3060	10/20/2022	$4,829.56	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3061	10/20/2022	$4,200.86	SUPPLIES	62880	AMERICAN MARKER
3062	10/20/2022	$3,202.21	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3063	10/20/2022	$80.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
3064	10/20/2022	$500.00	CONTRACT SERVICES	2365	LETICIA TORRES
3065	10/20/2022	$17,688.09	CONTRACT SERVICES	3016	ANTARES GOLF LLC
3066	10/20/2022	$970.20	SUPPLIES	35980	SAEED RADMEHR
3067	10/20/2022	$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
3068	10/20/2022	$4,044.08	CONTRACT SERVICES	2102	JOHN P BEROKOFF
3069	10/20/2022	$30.00	CARPOOL INCENTIVE	3809	SAMANTHA CHENELIA
3070	10/20/2022	$4,266.26	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3071	10/20/2022	$7,504.23	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
3072	10/20/2022	$8,545.99	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3073	10/20/2022	$40.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
3074	10/20/2022	$31,576.77	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
3075	10/20/2022	$2,060.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
3076	10/20/2022	$40.00	CARPOOL INCENTIVE	2572	MARLENE GIL
3077	10/20/2022	$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
3078	10/20/2022	$44.48	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3079	10/20/2022	$2,473.08	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3080	10/20/2022	$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
3081	10/20/2022	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
3082	10/20/2022	$14,291.99	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC

City of Montebello
Register of Demands No. 1541
From Payment Date 10/14/22 - To Payment Date 10/27/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3083	10/20/2022	$743.99	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3084	10/20/2022	$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
3085	10/20/2022	$56.23	SUPPLIES	26670	LIFE-ASSIST INC
3086	10/20/2022	$4,536.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
3087	10/20/2022	$30.00	CARPOOL INCENTIVE	3810	ALEXIS LUCERO
3088	10/20/2022	$1,975,267.51	CONTRACT SERVICES	2954	MANHOLE ADJUSTING INC
3089	10/20/2022	$14,320.70	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
3090	10/20/2022	$1,451.67	CONTRACT SERVICES	3365	MOHAWK FACTORING LLC
3091	10/20/2022	$77,874.95	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
3092	10/20/2022	$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
3093	10/20/2022	$120.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
3094	10/20/2022	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
3095	10/20/2022	$40,408.20	CONTRACT SERVICES	42180	PCAM LLC
3096	10/20/2022	$667.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
3097	10/20/2022	$407.35	SUPPLIES	1120	BLUETRITON BRANDS INC
3098	10/20/2022	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
3099	10/20/2022	$95,369.88	FUEL INVENTORY	1059	AMBER RESOURCES LLC
3100	10/20/2022	$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
3101	10/20/2022	$873.58	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
3102	10/20/2022	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
3103	10/20/2022	$55,703.50	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
3104	10/20/2022	$515.23	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3105	10/20/2022	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
3106	10/20/2022	$367.49	SUPPLIES	3088	WAXIES ENTERPRISES LLC
3107	10/20/2022	$470.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
3108	10/20/2022	$689.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
3109	10/20/2022	$0.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3110	10/20/2022	$0.00	CARPOOL INCENTIVE	3291	JOSEPH PALOMBI
3111	10/20/2022	$895.14	TRAINING	3163	BANK OF AMERICA
3112	10/26/2022	$20,784.60	FUEL	1059	AMBER RESOURCES LLC

City of Montebello
Register of Demands No. 1541
From Payment Date 10/14/22 - To Payment Date 10/27/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3113	10/27/2022	$8,250.00	CONTRACT SERVICES	3559	789 INC
3114	10/27/2022	$225.32	IMPROVEMENTS OTHER THAN BUILDING	3411	AIM CONSULTING SERVICES
3115	10/27/2022	$75,282.01	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
3116	10/27/2022	$9,770.90	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3117	10/27/2022	$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
3118	10/27/2022	$3,369.24	SUPPLIES	35980	SAEED RADMEHR
3119	10/27/2022	$79,582.23	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
3120	10/27/2022	$378.15	FUEL	40230	STEVEN COX
3121	10/27/2022	$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
3122	10/27/2022	$3,221.62	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
3123	10/27/2022	$14,571.31	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
3124	10/27/2022	$57.80	DUES & SUBSCRIPTIONS	48610	CRYSTAL JAIMEZ
3125	10/27/2022	$450.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
3126	10/27/2022	$2,108.77	SUPPLIES	26670	LIFE-ASSIST INC
3127	10/27/2022	$10,115.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
3128	10/27/2022	$15,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
	ACH TOTAL	**$2,642,043.12**			
597959	10/20/2022	$150.35	FUEL	22520	HENRY AGUILAR JR
597960	10/20/2022	$280.53	UTILITY SERVICES	39550	AT&T
597961	10/20/2022	$4,099.57	UTILITY SERVICES	39550	AT&T
597962	10/20/2022	$150.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
597963	10/20/2022	$6,367.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
597964	10/20/2022	$199.80	GENERAL GOVERNMENT	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
597965	10/20/2022	$13,550.70	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
597966	10/20/2022	$168.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
597967	10/20/2022	$191.00	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
597968	10/20/2022	$962.08	CONTRACT SERVICES	3568	CIVICPLUS LLC
597969	10/20/2022	$19,910.05	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
597970	10/20/2022	$1,890.77	SUPPLIES	2455	HASA, INC.

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
597971	10/20/2022	$6,360.28	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
597972	10/20/2022	$870.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
597973	10/20/2022	$200.00	CONTRACT SERVICES	3857	DAVID GERARDO PARTIDA
597974	10/20/2022	$445.27	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
597975	10/20/2022	$4,385.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
597976	10/20/2022	$3,999.40	SUPPLIES	2060	THE FREGOLLE GROUP INC
597977	10/20/2022	$2,850.00	TRAINING	3867	E SOFTWARE ASSOCIATES, INC.
597978	10/20/2022	$1,150.87	SUPPLIES	3869	EARLYCHILDHOOD, LLC
597979	10/20/2022	$357.00	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
597980	10/20/2022	$2,071.50	EDUCATION REIMBURSEMENT	3746	PAUL ESPINOSA
597981	10/20/2022	$1,010.02	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
597982	10/20/2022	$102.08	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
597983	10/20/2022	$116.00	SUPPLIES	3863	FOX PRESS
597984	10/20/2022	$654.87	UNIFORM EXPENSE	55650	GALLS LLC
597985	10/20/2022	$78.49	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
597986	10/20/2022	$30.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
597987	10/20/2022	$4,708.00	CONTRACT SERVICES	74240	GLOBAL CTI GROUP INC
597988	10/20/2022	$7,406.09	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
597989	10/20/2022	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
597990	10/20/2022	$1,876.52	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
597991	10/20/2022	$3,875.00	CONTRACT SERVICES	3295	JORGE CORREA
597992	10/20/2022	$4,021.44	FURNITURE & FIXTURES PURCHASES	2159	KALICO OFFICE FURNITURE LLC
597993	10/20/2022	$90.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
597994	10/20/2022	$26.75	SUPPLIES	3708	VERONICA LARA
597995	10/20/2022	$1,200.00	DUES & SUBSCRIPTIONS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
597996	10/20/2022	$45.85	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
597997	10/20/2022	$840.05	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
597998	10/20/2022	$299.13	TRAINING	3778	LAWRENCE MOON
597999	10/20/2022	$40.00	CARPOOL INCENTIVE	3657	STACEY MORALES
598000	10/20/2022	$2,000.00	EDUCATION REIMBURSEMENT	3218	TREVOR MORGAN

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598001	10/20/2022	$675.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598002	10/20/2022	$200.00	CONTRACT SERVICES	2709	ERNEST PERALTA
598003	10/20/2022	$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
598004	10/20/2022	$20.77	UTILITY SERVICES	36610	CITY OF PICO RIVERA
598005	10/20/2022	$35.00	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598006	10/20/2022	$990.78	TRAVEL & MEETINGS	3849	GARY T ROBINSON
598007	10/20/2022	$40.00	CARPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
598008	10/20/2022	$250.00	TRAINING	35750	STEPHEN SHARPE
598009	10/20/2022	$97.51	SUPPLIES	3865	BLAKE SILCOTT
598010	10/20/2022	$68.13	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
598011	10/20/2022	$22,349.57	CONTRACT SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
598012	10/20/2022	$33,228.18	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598013	10/20/2022	$7,119.91	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598014	10/20/2022	$3,452.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
598015	10/20/2022	$1,529.17	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
598016	10/20/2022	$666.41	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
598017	10/20/2022	$213.39	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
598018	10/20/2022	$6,629.47	SUPPLIES	2573	TELEFLEX LLC
598019	10/20/2022	$1,428.81	SUPPLIES	73240	TEN-X AMMUNITION INC
598020	10/20/2022	$5,079.53	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598021	10/20/2022	$7,580.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598022	10/20/2022	$1,625.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
598023	10/20/2022	$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
598024	10/20/2022	$968.75	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
598025	10/20/2022	$918.03	SUPPLIES	3110	TOMAS ALVARADO
598026	10/20/2022	$3,942.12	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598027	10/20/2022	$7,878.20	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598028	10/20/2022	$450.00	CONTRACT SERVICES	3573	JOHN M VALDIVIA
598029	10/20/2022	$408.85	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
598030	10/20/2022	$1,980.55	SUPPLIES	3864	VORTEX USA INC.

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598031	10/20/2022	$343.85	SUPPLIES	9470	W W GRAINGER INC
598032	10/20/2022	$708.91	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598033	10/20/2022	$66,698.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598034	10/20/2022	$405.10	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
598035	10/20/2022	$798.00	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
598036	10/20/2022	$22,409.70	CONTRACT SERVICES	3731	YUNEX LLC
598037	10/20/2022	$25,576.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
598038	10/20/2022	$40.00	CARPOOL INCENTIVE	3291	JOSEPH PALOMBI
598039	10/24/2022	$58,948.56	CONTRACT SERVICES	1416	CITY OF WHITTIER
598040	10/27/2022	$4,004.36	UTILITY SERVICES	1732	AT&T CORP
598041	10/27/2022	$3,081.40	CONTRACT SERVICES	3488	ASPIRE RX INC
598042	10/27/2022	$2,383.68	UTILITY SERVICES	38380	AT&T
598043	10/27/2022	$5,749.85	UTILITY SERVICES	39550	AT&T
598044	10/27/2022	$58.41	UTILITY SERVICES	39550	AT&T
598045	10/27/2022	$120.00	PARKS AND RECREATION	3876	ROBERT BOJORQUEZ
598046	10/27/2022	$275.00	PARKS AND RECREATION	3872	YESENIA BOLIVAR
598047	10/27/2022	$60.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
598048	10/27/2022	$58.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598049	10/27/2022	$197.48	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598050	10/27/2022	$867.60	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
598051	10/27/2022	$2,471.50	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598052	10/27/2022	$1,501.90	RETIREMENT	3128	CITY OF BELL GARDENS
598053	10/27/2022	$1,315.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
598054	10/27/2022	$734.24	SUPPLIES	2455	HASA, INC.
598055	10/27/2022	$3,285.00	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
598056	10/27/2022	$1,770.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598057	10/27/2022	$5,750.00	CONTRACT SERVICES	3874	DAYNA SUE DAVIS
598058	10/27/2022	$60.62	SUPPLIES	547	MARIO C ESPINOZA
598059	10/27/2022	$5,034.13	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598060	10/27/2022	$499.58	UNIFORM EXPENSE	55650	GALLS LLC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598061	10/27/2022	$600.00	CONTRACT SERVICES	3873	CARYN GARCIA
598062	10/27/2022	$54.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
598063	10/27/2022	$967.51	CONTRACT SERVICES	79	INNOVATIVE PLAYGROUNDS COMPANY INC
598064	10/27/2022	$4,760.00	CONTRACT SERVICES	3673	J LEE ENGINEERING INC
598065	10/27/2022	$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
598066	10/27/2022	$19,200.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
598067	10/27/2022	$150.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
598068	10/27/2022	$700.00	TRAVEL & MEETINGS	3507	MARK KIM
598069	10/27/2022	$40.00	PARKS AND RECREATION	3877	JIN HEE LEONG
598070	10/27/2022	$1,825.31	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
598071	10/27/2022	$121.59	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
598072	10/27/2022	$121.59	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
598073	10/27/2022	$4,840.00	CONTRACT SERVICES	3401	M & J PAUL ENTERPRISES INC
598074	10/27/2022	$80.00	GENERAL GOVERNMENT	75190	DENISE NAVARRO
598075	10/27/2022	$205.33	SUPPLIES	15620	OFFICE DEPOT INC
598076	10/27/2022	$456.06	RETIREMENT	42490	LINDA PAYAN
598077	10/27/2022	$1,098.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
598078	10/27/2022	$86.26	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598079	10/27/2022	$175.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
598080	10/27/2022	$69.00	TRAINING	2585	RIVERSIDE COMMUNITY COLLEGE DISTRICT
598081	10/27/2022	$150.00	TRAVEL & MEETINGS	3849	GARY T ROBINSON
598082	10/27/2022	$180.00	CONTRACT SERVICES	3821	GILBERT WILLIAM SERRANO JR
598083	10/27/2022	$3,780.72	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
598084	10/27/2022	$28,020.17	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598085	10/27/2022	$4,536.68	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
598086	10/27/2022	$968.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
598087	10/27/2022	$505.08	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
598088	10/27/2022	$4,579.52	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598089	10/27/2022	$1,250.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598090	10/27/2022	$869.54	SUPPLIES	3110	TOMAS ALVARADO

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598091	10/27/2022	$3,125.00	CONTRACT SERVICES	3056	ROBERT BANDURRAGA
598092	10/27/2022	$135.00	GENERAL GOVERNMENT	3878	CAROLINE TRAN
598093	10/27/2022	$535.60	RETIREMENT	27300	ROBERT C TUFANO
598094	10/27/2022	$3,874.40	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
598095	10/27/2022	$60.00	PARKS AND RECREATION	3875	JENNIFER VALADEZ
598096	10/27/2022	$257.53	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
598097	10/27/2022	$456.49	UTILITY SERVICES	23610	VERIZON WIRELESS
598098	10/27/2022	$8,336.65	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598099	10/27/2022	$486.38	SUPPLIES	67320	WINZER CORPORATION
598100	10/27/2022	$150.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
598101	10/27/2022	$1,157.00	CONTRACT SERVICES	658	WOW PARTY RENTAL INC
598102	10/27/2022	$3,600.00	MISCELLANEOUS EXPENSE	17	CAL PERS
	CHECK TOTAL	**$530,542.49**			
Successor Agency (SA)					
10	10/27/2022	$502.20	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
	SA TOTAL	**$502.20**			
	GRAND TOTAL	**$3,173,087.81**			

CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING

MINUTES

WEDNESDAY, AUGUST 24, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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OPENING CEREMONIES

CALL TO ORDER - Mayor Cobos-Cawthorne called the meeting to order at 5:02 p.m. in concurrence with the City Council Special Meeting of August 24, 2022.

ROLL CALL - Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta (arrived at 5:11 p.m.), Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and City Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

The Public Comment Section for Closed Session Items was held concurrently the City Council Special Meeting of August 24, 2022. The City Clerk's Office called three (3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

CLOSED SESSION 5:00 P.M.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:07 p.m. to consider the following closed session items:

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

2. **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: Topgolf
Under Negotiation: Price and Terms

3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: René Bobadilla, Nicholas Razo
Employee Groups: MEMA

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: 701 West Whittier Boulevard, Montebello
Agency Negotiator: René Bobadilla, City Manager
Under Negotiation: Price and Terms

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT
Mayor Cobos-Cawthorne reconvened the meeting at 6:13 p.m. During Closed Session the City Council received a briefing on Item No. 3, no action taken; nothing to report. Item Nos. 1, 2, and 4 were discussed after the Regular Meeting.

Council recessed into Closed Session at 9:09 p.m. to discuss Item Nos. 1, 2, and 4. During Closed Session Council received a briefing on Item No. 4, no final action and there was nothing further to report.

INVOCATION – City Treasurer Gutierrez

PLEDGE OF ALLEGIANCE – Director of Human Resources Nicholas Razo

CORRECTIONS TO THE AGENDA CITY MANAGER – None

CEREMONIAL/PRESENTATIONS

5. **EAST LOS ANGELES COLLEGE PRESENTATION** – Presented by East Los Angeles President Alberto Roman, Vice-President of Student Services Miguel Dueñas, Deans of South Gate Campus Erica Mayorga and Al Rios. The City Council thanked the team and had

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an opportunity to ask clarifying questions.

6. **RECOGNITION OF RUN MONTEBELLO RUN** – Presented by Mayor Cobos-Cawthorne

7. **RECOGNITION OF BEVERLY HOSPITAL NEW CATH LAB PROCLAMATION** – Presented by Mayor Cobos-Cawthorne

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

The City Clerk's Office called ten (10) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged nine (9) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST – None

REGULAR BUSINESS

8. **INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2453 – ASSEMBLY BILL 481 ESTABLISHING A MILITARY USE POLICY**

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Introduce and conduct the first reading of Ordinance No. 2453 establishing a Military Equipment Use Policy in compliance with Assembly Bill 481 ("AB 481"); and
2) Take such additional, related, action that may be desirable.

Councilmember Torres distributed copies of Military Use Policies from surrounding Cities.

City Manager Bobadilla stated that the Policy is compliant with State Law.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 4-0-0-1
AYES: Cobos-Cawthorne, Peralta, Jimenez, Melendez NOES: None ABSTAIN: None ABSENT: Torres		

CONSENT CALENDAR

Councilmember Torres and Councilmember Peralta pulled Item Nos. 9 and 10. Mayor Cobos-Cawthorne pulled Item Nos. 9, 10, and 13. Mayor Pro Tem Jimenez motioned, seconded by Peralta, that Item No's. 11, 12, and 14 be approved. Motion approved unanimously.

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9. ADOPTION OF RESOLUTION NO. 22-71 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION AND APPROVING AN AMENDMENT OF THE TABLE OF ORGANIZATION/MASTER CONTROL AND ADOPTION OF RESOLUTION NO. 22-72 TO APPROVE UPDATING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION

Councilmember Peralta asked clarifying questions, shared her concerns, and spoke in opposition of the item.

City Manager Bobadilla provided clarification.

Councilmember Torres spoke and reiterated Councilmember Peralta's concern and spoke in opposition of the item and asked clarifying questions.

Human Resources Director Razo provided clarification.

Councilmember Melendez spoke in favor of adding a provision on severance.

Councilmember Melendez motioned to approve the item with the added termination for cause provision for severance pay such as not receiving severance pay if being convicted of a felony, misdemeanor, and harassment; the motion was seconded by Mayor Pro Tem Jimenez that the City Council:

1) Adopt Resolution No. 22-71 approving a Memorandum of Understanding (MOU) between the City of Montebello (City) and the Montebello Executive Management Association (MEMA); and
2) Approve an Amendment of the Table of Organization/Master Control adding the position of Director of Public Affairs – Information Technology; and
3) Adopt Resolution No. 22-72 updating the Compensation Plan and Table of Organization; and
4) Take such additional, related action that may be desirable.

MOVED: Melendez	**SECONDED:** Jimenez	**APPROVED:** 3-2-0-0
AYES: Cobos-Cawthorne, Jimenez, Melendez NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

Mayor Cobos-Cawthorne left the meeting at 9:00 p.m.

10. SECOND READING AND ADOPTION OF ORDINANCE NO. 2452 UPDATING MONTEBELLO MUNICIPAL CODE CHAPTER 2.16 – DIRECTOR OF FINANCE

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Councilmember Peralta spoke in opposition of the item.

Councilmember Torres spoke in opposition of the item.

Councilmember Melendez motioned to table the item to the first meeting of September; seconded by Mayor Pro Tem Torres.

1) Waive Second Reading and adopt Ordinance No. 2452 Amending Montebello Municipal Code Chapter 2.16.020 – Director of Finance, Powers and Duties; and
2) Take such additional, related action(s) that may be desirable.

Motion approved unanimously.

11. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2022

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2022.

12. ADOPT RESOLUTION NO. 22-68 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2022-23

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-68 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2022-23; and
2) Take such additional, related, action that may be desirable.

13. APPROVE A MEMORANDUM OF AGREEMENT NO. 22-16 BETWEEN THE CITY OF MONTEBELLO AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) TO FUND THE MONTEBELLO COMMUNITY ASSISTANCE PROGRAM

Mayor Pro Tem Jimenez stated that Mayor Cobos-Cawthorne pulled the item to speak in favor of it.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

1) Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and the San Gabriel Valley Council of Governments (SGVCOG) to

DRAFT

receive funding up to $50,000 for the Montebello Community Assistance Program (MCAP); and

2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $50,000 in expenditure Account No. 265-85-852-6040.10 (Grants, Fire, SGVCOG Homeless Grant, Outside Contracts) and $50,000 in revenue Account No. 265-99-4109.94 (Grants, Miscellaneous Grants, SGVCOG Homeless Grant); and
3) Take such additional, related, action that may be desirable.

Motion approved unanimously.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-70 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 24, 2022

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-70 approving the Warrant Register dated August 24, 2022.

AB 1234 TRAVEL REPORTS

Councilmember Melendez reported attending the ICA Conference.

Council recessed into Closed Session at 9:09 p.m. to discuss Item Nos. 1, 2, and 4. The City Attorney provided the following report: all members with the exception of the Mayor were present and Council received a briefing only on Item No. 4, direction was provided to the Agency's negotiator but there was no final action and there was nothing further to report. Item No. 1 and 2 were not discussed.

COUNCIL ORALS

- **Salvador Melendez, Councilmember**
- **Scarlet Peralta, Councilmember**
- **Angie M. Jimenez, Mayor Pro Tem**
- **David N. Torres, Councilmember**
- **Kimberly A. Cobos-Cawthorne, Mayor**
    a. **Montebello Fire , MCAP, Montebello Police and Building and Safety**

ADJOURNMENT

Councilmember Torres adjourned in the memory of his grandmother Conchita. Mayor Pro Tem Jimenez adjourned the meeting at 9:21 p.m.

THE MINUTES OF AUGUST 24, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

Alicia Fernandez, Senior Deputy City Clerk

DRAFT

CLOSED SESSION
SPEAKER CARDS

Regular Closed

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: William Cerver **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** closed session

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Reg Mtg CLOSED SESSION 5:

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Regular meeting Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Meeting Date: _____ **Time Received:** 5:10 **Date Received:** _____

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** 3237287066 (Optional)

ADDRESS: Via San Delarro, Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ Please Call ☐

AGENDA & NON-AGENDA SPEAKER CARDS

Regular Meeting

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Esther Burgos **PHONE:** (323) 399-9105 (Optional)

ADDRESS: 2201 W. Lincoln Ave (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Traffic Safety Lincoln & W. Wilcox intersection

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Regular Mtg

Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Stella Barnakian **PHONE:** (323) 646-2884 (Optional)

ADDRESS: 2205 W. Lincoln Ave (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Traffic Safety Lincoln & W. Cox intersection

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Rizal 03

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** 323-821-8525 *(Optional)*

ADDRESS: 845 So 4th St MONTEBELLO *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Drugs in Montebello

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Regular

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Leonard Mendoza **PHONE:** (323) 599-6858 (Optional)

ADDRESS: 2317 Hepworth Ave

ORGANIZATION REPRESENTED: Individual (Optional)

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Candidate for Central Basin Water District Division 3

NOTES: N/A

ACCOMMODATIONS: N/A

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Agenda Item #2

CITY OF MONTEBELLO

Regular Meeting

Request No. 5

Special Council

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 8/24 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Alexandra Briseno **PHONE:** _____ *(Optional)*

ADDRESS: 847 N. Vail Ave *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Regular

CITY OF MONTEBELLO

Request No. 6

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 8-24 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Bill Paolisso **PHONE:** _____ *(Optional)*

ADDRESS: 505 Allis Dr *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** The last Council Meeting

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Reg Mtg CLOSED SESSION 5:

CITY OF MONTEBELLO

Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Regular meeting Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Meeting Date: _____ **Time Received:** 5:10 **Date Received:** _____

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** 3237237066 (Optional)

ADDRESS: Via San Delarro, Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ Please Call ☐

CITY OF MONTEBELLO

Request No. 8

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** 5:43

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Community Concerns

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 9

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** 5:59pm **Date Received:** 8/24/22

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** 323 724-6099 (Optional)

ADDRESS: 500 S. Montebello Blvd #4C MTB CA. 90640 (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General Comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☑ Language: Spanish to english

Received by Staff Kim Butler **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 10

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Stephanie Chavez **PHONE** (323) 719-4352 *(Optional)*

ADDRESS: 3525 Via San Delarro *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Lack of Trees

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Padilla, Angelina

From: Socorro Martinez <socorro.martinez1962@gmail.com>
Sent: Tuesday, August 23, 2022 12:29 PM
To: comment, ccpublic
Subject: [External Email] Increase

Follow Up Flag: Follow up
Flag Status: Flagged

It is outrageous to say the least to count other years of employment towards longevity. Montebello pays the price. Who are these people making such decisions? They found their golden goose. Apathy from the community and greediness on their part. Such a shame that politicians take advantage of small communities. I oppose this increase and this longevity clause. !

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Southland Watch <southlandwatch@gmail.com>
Sent: Tuesday, August 23, 2022 5:24 PM
To: comment, ccpublic; Mooradian, Ashod; Jimenez, Angie; Torres, David; Peralta, Scarlet; Melendez, Salvador
Subject: [External Email] Tomorrow's Agenda

In accordance with the California Constitution, California Public Records Act & Ralph M. Brown Act, please provide the following writings immediately.

As in right now.

One would only presume that these writings have been distributed to the council members.

These documents are to be available for Public Inspection at the time the writings were distributed to all, or a majority of all, are not available for public inspection:

1. Council Member Torres has submitted over 160 separate requests which have been processed via this communication method.

2. The Mayor, the City Manager and City Attorney have been requested to bring forth a resolution expressing the City Council's dissatisfaction with the behavior of Council Member David Torres.

3. The Investigative Report submitted by Ms. Doumanian.

4. Public criticism of the Staff via his social media platforms or during his comments while at City Council meetings and elsewhere.

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Padilla, Angelina

From: Miguel Cervera <mcerveraortiz9@gmail.com>
Sent: Wednesday, August 24, 2022 1:38 AM
To: comment, ccpublic
Cc: info@empoweryolo.org; sd@shepherddoor.org; wccs@dvshelter.org; info@womenshelterlb.org; info@laclj.org; info@peaceoverviolence.org
Subject: [External Email] City Council Public Comment

I'd like to exercise my 1st Amendment right and please read this message, in its entirety. Mr. City Attorney, please do not summarize my public comment, I want the comment to be read as I have written it. This is an issue of public safety.

To the City Council Members of Montebello,
I am a long-time resident of Montebello. I reside on the border of Montebello and East L.A, near our beloved golf course. I was hesitant to submit this letter because I am afraid and concerned about the safety of my community. At the last council meeting, a public comment was made regarding the violent actions of a resident. At first, I questioned the intent of the public comment so I decided to look up the police report and I found some chilling details. To protect the privacy of the victim and resident, I have omitted their names. The police report states the following: "she (the victim) recalled being pushed to the ground and seeing the defendant's face and feeling him strangling her. She believed he was trying to kill her". This does not match up with the resident's account on his Facebook live, he lied. The report also states the following: "the defendant pushed the victim to the ground, stood over her, and severely beat her until she was unconscious and lifeless. He repeatedly punched her in the face. He also strangled her. The victim thought defendant was going to kill her". I made the decision to speak out for all victims of domestic violence. It was truly sickening to read these words and then witness the resident and other residents on "You Know You're From Montebello", including the moderator and his wife, defending his actions. How can these actions be defended? The punishment for the act has been debated and dismissed by some. The real issue is the fact that the resident beat the victim to the point where she appeared lifeless. This is also not the first violent offense committed by the resident, another instance of domestic violence occurred in 2014.

The City Council has remained silent on this. The resident is allowed to attend council meetings. He is allowed to spin the story to downplay his violent actions. I am asking the city council to condemn domestic violence and stand up for the countless women who suffer in silence and who are manipulated by their abusers.

For any person suffering from domestic violence, please seek help: https://www.domesticshelters.org/

With a heavy heart,
Miguel

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Robert Hernandez <robertmiguelhernandez66@gmail.com>
Sent: Wednesday, August 24, 2022 2:06 AM
To: comment, ccpublic
Subject: [External Email] Public Comment for Council Meeting

Ladies and Gentlemen of the Montebello City Council,
I am deeply concerned about the recent home purchase of Councilwoman Peralta. Something about the home purchase does not appear to be right. In 2019. CM Peralta made $27,820. In 2020, CM Peralta made $8,460. In a September 2020 article published by the New York Times, it is noted that the councilwoman's boyfriend assumed financial responsibility for her. I state these facts as the basis of my concern because CM Peralta does not have the financial history to suddenly afford a home that is valued close to $700,000. Lenders require a minimum of 2 years of financials and also, an income that can sustain the mortgage payment on a $700,000 home. In addition, the title of the home is in the name of CM Peralta and her mother, the boyfriend is not included. To afford such a home, the CM would need to earn more than $10,000 a month, and that is being very lenient on a lender's requirements to qualify. Where did the money come from? The CM's current job does not pay a salary of over $100,000 annually. Could it be that the CM is soliciting funding to subsidize her lifestyle through her LLC, Sohara Enterprises LLC? Is this an attempt to keep money off the books? CM Peralta, do you understand that this is a crime and many politicians have been convicted for suddenly acquiring a lavish lifestyle well-beyond their financial means while in office? How much has serving on the council actually made you? Why would a current council member need to establish an LLC in April 2021? Corruption is a major problem in politics and surrounding oneself with the likes of disgraced former Mayor Christina Cortez (the wife of a convicted drug dealer and Peralta's mentor) raises serious concerns. Who is covering the mortgage of CM Peralta? What does your "enterprise" actually do? Why aren't residents expressing concern? CM Peralta, these questions need to be addressed immediately.
Concerned resident,
R. Hernandez

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Stella Barnakian <come2god@sbcglobal.net>
Sent: Wednesday, August 24, 2022 9:17 AM
To: comment, ccpublic
Subject: [External Email] Lincoln/Wilcox Intersection

For many years now, we have witnessed endless car accidents as well as fatalities at the intersection of Lincoln and Wilcox Avenues.

We've gone from the old days where 4 Stop signs were posted at this intersection, to traffic lights, to widening Wilcox Avenue to four lanes, which has given drivers carte blanche to rush the Lincoln and Wilcox intersection day or night. This has made it very dangerous, since we get all the traffic going to and from the Pomona freeway and to and from Schurr High School and Wilcox Elementary School.

This is also become very dangerous for the parents walking with their children to/from Wilcox Elementary School, as well as the high school students that are walking to/from Schurr High School.

This is also made it very dangerous for the pedestrians in the neighborhood, who are trying to take morning, afternoon or evening walks through the neighborhood.

This is also made it very dangerous for me, since I live on the hill on Lincoln Avenue, and it has been very tricky for me to try to make a right turn into my driveway, since none of the cars coming down the hill bother to stop and try to rush around me, without giving me a chance to pull into my driveway.

Also the cars that are making a right turn from Wilcox Avenue onto Lincoln Avenue, don't bother to slow down to see what's around the corner, and have almost hit me from behind, after I've backed out of my driveway.

Over countless years, all of our neighbors that live on Lincoln Avenue have been affected in some way, shape, or form, either by having a family member hit trying to cross this intersection, or barely missing getting hit themselves while crossing the street at this intersection or by having cars slam into the walls of our front yard properties, or getting their cars hit along Lincoln Avenue.

We need speed bumps on Lincoln and Wilcox Avenues or photo enforced traffic lights, to deter people from rushing this intersection and causing major accidents and fatalities.

Enough is enough!

Thank you.
Stella Barnakian
2205 West Lincoln Avenue
Montebello
323-646-2884
Come2God@sbcglobal.net

Sent from my iPhone

Padilla, Angelina

From: Ricardo De La Torre <ricardodelatorre71@proton.me>
Sent: Wednesday, August 24, 2022 11:01 AM
To: comment, ccpublic
Subject: [External Email] CC Public Comment 8/24

It has become apparent now to the community at large, that a resident who presents himself as an enlightened one on subjects far ranging and wide, has he himself committed an atrocity. An atrocity so grave and carried out with such vigor and impunity that it casts doubt and shadow upon the many revelations he has so frequently and carelessly carried out. This resident, is, of course, Will Cervera, who by the virtue of his own hands and mind and body has committed the atrocity of attempted murder - one that sharply violates not only the earthly laws upon which he is bound, but also the spiritual code of mankind that we must all withhold.

1 John 3:15 declares, “Whosoever hateth his brother is a murderer: and ye know that no murderer hath eternal life abiding in him.” The Old and New Testament speak of several unforgivable sins, the most potent of which is the human act of spilling another’s blood by one’s own hands - an act so devious that even an attempt shall be punished with eternal damnation in the eyes of the Lord.

It is not in the power of mortal man to enact the ultimate vengeance or carry out upon other mortal men acts only the Lord can enact. Council, I request you to take up your own personal cross and act as servant leaders guiding with fresh eyes, pure hearts and kind minds - cast aside such shadows as Will Cervera, impugn his frequent statements as he himself has committed atrocity. David and Scarlett, in particular, your connection to such an eternally damned man should cause grave concern - your path forward now relies upon your cleansing of evil and casting aside shadow. Come into the light.

Remember, Council, as Revelations 21:8 illuminates us similarly of the ramifications - they are eternal. “But the fearful, and unbelieving, and the abominable, and murderers, and whoremongers, and sorcerers and idolaters, and all liars, shall have their part in the lake which burneth with fire and brimstone, which is the second death.”

Anonymous

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Jesse Perez <jesseperez82@proton.me>
Sent: Wednesday, August 24, 2022 11:22 AM
To: comment, ccpublic
Subject: [External Email] Council Comment August 24 2022

William Paul Cervera Jr also known as Will Cervera also known as "The Montebello Bullshitter" who professes to know and understand everything in the City and beyond and loves to pontificate as such, but only knows enough to be dangerous, and hostile with anger issues hating on Montebello leaders, some Councilmembers, and Community Members. This is the same man who has a felony in Orange County California of assault with force to produce great bodily harm. He pleaded down from attempted murder. He tried to murder his girlfriend.

But, there's a second count besides attempted murder brought against Slick Willy. Another felony - he willfully and unlawfully committed an assault upon his girlfriend by means of force likely to produce great bodily injury. Yes, that means he meant to kill her.

That's the same Will Cervera that's running loose in our Montebello community who admitted in writing and pleaded guilty to such charges. But here's what's worse…Slick Willy's sidekick Councilmember David Torres was recently found to be harassing City staff members including departmental leaders. What's next for Angry Dave and his harassment of City employees?

We've been told through credible sources that Angry Dave was forced to resign from the Los Angeles City Attorney's office to avoid prosecution. Imagine actually having to resign from the City of Los Angeles. Christ, how bad do you have to be to leave a kush government job or be prosecuted. We can't even remove homeless from public streets - imagine the cockroaches of government having to be removed from their seats! That's pretty low, even by Angry Dave's standards.

Not Slick Willy Cervera low, but still, low. We think Angry Dave Torres should be transparent on his own issues, not just others, and have him authorize the City of Los Angeles to release his employment files. After all, why would a so-called vibrant young man be unemployed during the peak of his career? It doesn't make any sense! Unless City Council is really that lucrative.

Councilmember Torres, disclose the information like you claim to nitpick and disclose everything else that comes across the dias.

Heaven help us if Slick Willy the failed killer and Angry Dave Torres teamed up together on Council now that Will's girlfriend is running. Actually, heaven help his girlfriend if she loses. He'd probably kill her! Literally.

Anonymous

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Anna Estrada <annaestrada741@gmail.com>
Sent: Wednesday, August 24, 2022 2:01 PM
To: comment, ccpublic; Bobadilla, Rene
Subject: [External Email] $353,000 missing

Good evening;
Honorable Mayor, Council and all others
I read today's headline in the Whittier Daily Newspaper about the $353,000.00 HUD money missing. Since Councilman Torres continues to attack and criticize the current City Manager Mr. Bobadilla and his staff, which are in fact the ones that found out our city was missing those funds.
Maybe he should show transparency and have his Step Father Richard Torres come before this Council and you Torres ask him what he did with the $353,000.00 missing. He was in fact the City Administrator then, and may I add no wonder you Torres are so disrespectful and treat the staff so horrible, your Step Dad did the same thing to employees back when he was running the city finances.
Thank you Mr. Bobadilla and your staff, please ignore the morons on FB, just look at who they are?
A Convicted felon charged with Attempted Murder of a Minor girl, he beat her so viciouly he broke her eyesocket, then went back to the concert. That is a very sick and dangerous man.
Please do not give Torres my email, I have no doubt he'd give to that man Cevera Convicted Felon.
Thank you,
Anna Estrada

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: David J Gutierrez <davidjgutierrez8@gmail.com>
Sent: Wednesday, August 24, 2022 2:57 PM
To: comment, ccpublic
Subject: [External Email] AJimenez

Good evening Madame Mayor, Council, Chiefs and staff;

Tonight I would like to address Mayor Pro Tem Angie Jimenez, regarding the Restraining Order vs Will Cevera. If Cevera acted so aggressively in front of 100 plus people, what would you think he'd do to you if you had been alone? I would suggest you take that case file of Convicted Felon found guilty of Attempted Murder of a minor Jane Doe.
No Court would ever deny you protection from that convicted Felon, anyone that believes him is ignorant.
Reading the report it says Will Paul Cevera Jr. has `` Borderline personality Disorder" which is a Psychotic personality. After he beat that poor young girl he cleaned up and went back to the concert, eye witnesses reported him 99% sure it was him.
Report states he beat the minor so severely he broke her orbital bone, which means he hit so hard he broke her eye socket, and strangled her till he thought she was dead. When Paramedics found her she was lifeless, If that was your child would you still believe him?
I saw on FB his ridiculous video, hey moron they did not need DNA when they had 3 eye witnesses plus the young girl.
Mayor Pro Tem have the Sheriffs do a criminal background check on him. My bet is he has more. Bet with his drunken temper he's beaten his girlfriend too.
Also I am not Torres' Grandfather the Pedofile that raped an 8 year old child for the record. We unfortunately have the same name.

Sincerely,
David J Gutierrez

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CITY OF MONTEBELLO
CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA 90640

DRAFT

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:02 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta (arrived at 5:11 p.m.), Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and City Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
The City Clerk's Office called three (3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

CLOSED SESSION – 5:00 P.M.
Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:26 p.m. to consider the following item:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 52956.9(d)(2)
   Significant exposure to litigation in two matters

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT
Mayor Cobos-Cawthorne reconvened the meeting at 6:13 p.m. During Closed Session the City Council received a briefing on Item No. 1, no action taken; nothing to report.

CORRECTIONS TO THE AGENDA – CITY MANAGER – None

REGULAR BUSINESS

2. ADOPT RESOLUTION NO. 22-73 EXPRESSING DISSATISFACTION WITH THE BEHAVIOR OF COUNCIL MEMBER DAVID TORRES AND ADMONISHING HIM FOR HIS HARASSING AND HOSTILE CONDUCT

Mayor Pro Tem Jimenez motioned, Councilmember Melendez seconded that the City Council:

RECOMMENDATION: It is recommended that the City Council:

1) Approve and Adopt Resolution No. 22-73 Expressing Its Dissatisfaction With The Behavior Of Councilmember David Torres And Admonishing Him For His Conduct Based Upon The Investigation And Findings Conducted By Special Counsel As Set Forth In The May 3, 2022, Report Presented To The City Council And As The Result Of Further Actions By Councilmember Torres Subsequent To The Presentation Of The Investigative Findings; and
2) Take such additional, related, action that may be desirable.

Councilmember Melendez spoke in favor of the Resolution.

Councilmember Peralta spoke in opposition of the Resolution.

Mayor Pro Tem Jimenez spoke in favor of the Resolution.

Councilmember Torres spoke in opposition of the Resolution.

Mayor Cobos-Cawthorne spoke in favor of the Resolution.

MOVED: Jimenez	**SECONDED:** Melendez	**APPROVED:** 3-2-0-0
AYES: Melendez, Jimenez, Cobos-Cawthorne NOES: Peralta, Torres ABSTAIN: None ABSENT: None		

ADJOURNMENT

Councilmember Melendez motioned to adjourn the meeting, seconded by Mayor Pro Tem Jimenez. Motion carried unanimously and the meeting was adjourned at 7:37 p.m.

THE MINUTES OF AUGUST 24, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

Alicia Fernandez, Senior Deputy City Clerk

DRAFT

SPEAKER CARDS

SPECIAL Mtg

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD Special Meetings

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ X Non-Agenda Item ☐ X N/A **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Pattie Soltero Sanchez **PHONE:** 6266297830 (Optional)

ADDRESS: 815 Perry Ave, Montebello (Optional)

ORGANIZATION REPRESENTED: none

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Special Mtg

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Closed Session

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

Special City Council Meeting

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** 5:33 p.m **Date Received:** 8/24/22

SPEAKER'S FULL NAME: Gil Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Kim Guillen **Received Via:** Email ☐ Phone ☐ In Person ☑

Special City Council Meeting

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 8/24/22 **Time Received:** 5:33 p.m **Date Received:** 8/24/22

SPEAKER'S FULL NAME: Gil Cervera **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Kim Guillen **Received Via:** Email ☐ Phone ☐ In Person ☑

SPECIAL MEETING ONLY

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Agenda Item 2 Non-Agenda Item ☐ Special Meeting **AGENDA ITEM NO.** 2 Part 1

Meeting Date: 24 August 2022 **Time Received:** 5:03 pm **Date Received:** 8/24/2022

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ (Optional)

ADDRESS: Mtb. Resident address on file (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☒ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA COMMENTS

Padilla, Angelina

From: Jack Cortez <jackcortez55@proton.me>
Sent: Wednesday, August 24, 2022 10:50 AM
To: comment, ccpublic
Subject: [External Email] Public Comment for Aug 24th Council Meeting

We write as concerned citizens regarding the conduct by Councilmember Torres. Councilmember Torres has, in an independent investigation, been found guilty of such acts as harassment towards members of City Staff, amongst other negative actions. This behavior should be resolutely condemned, and such behavior by others in other Cities, Counties, and States has been universally condemned, regardless of political affiliation or party. Councilmember Torres has a handful of ardent supporters who refuse to believe the findings of the independent investigation. The simple question we ask then is: If you are so adamant the independent study was wrong, then why not be requesting a second independent investigation? There is no talk of this, only denial in the form of words - no actions. If a second independent investigation shows guilt, then Councilmember Torres should be forced to resign, like many unfortunate individuals in the past whose actions have harmed the office they hold. Should he be found innocent in a second, then a tiebreaker third should be conducted.

This commonsense approach may be outlandish or even confusing in a government setting, we are aware! But imagine for a moment you had an employee working for you who it was claimed had harassed another employee of yours - then they were found by independent investigation to be guilty. Would you as the business leader keep this employee because the employee's mother and father claimed the whole thing was a sham? Put in a simpler context the answer is obvious.

The City has had far too many instances of despicable behavior over the years, not to mention the region. Negative things will happen, of course, but it is the response to such behavior that sets a tone for the future. Ignoring or claiming conspiracy in the year 2022 to proven legitimate acts of harassment by a male in power is completely wrong. Have we learned nothing? Powerful men should be accountable for their actions and be advocates for empowering women. Councilmember Torres and Council, have a second investigation independent again to confirm the findings of the first and act accordingly.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Sylvia Takeyama <sct5872@gmail.com>
Sent: Wednesday, August 24, 2022 2:05 PM
To: comment, ccpublic
Subject: [External Email] In support of David Torres

Mr. & Mrs. Takeyama

30 Year Residents of Montebello

I feel that once again the mayor has announced this decision at the last minute to sway voters in our District by not honoring the time that was previously announced. I also feel that we should not ignore other misconduct that involves our city mayor and the fire chief. We should be fair and transparent. During this time, we need to see that no one is above the law. That if this measure is justified for one person it should be followed for ALL Council Members.

Get Outlook for Android

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Padilla, Angelina

From: Martin Arcos <1965mararcos@gmail.com>
Sent: Wednesday, August 24, 2022 2:25 PM
To: comment, ccpublic
Subject: [External Email] Disciple of Councilman Torres

Hello Mayor, Councilmembers and Staff;
I am writing regarding item # 2 about action being taken against Councilman Torres, It's about damn time. He has been nothing short of an embarrassment to the elected seat he holds.
The horrific and disruptive manner he treats employees and management is disgusting. Torres has caused so many problems, and is nothing more than a smoke screen to cover up his hostile treatment of all including his colleagues.
I hope tonight you vote to throw the book at him and punish him for the deplorable way he treats others.
Too bad you Torres weren't on City Council when your Father was City Administrator, then you would have been justified to criticize and attack the lousy job he did. Proof where is the $353,000.00 missing funds?? He was City Admin. back then, is that how he bought your house and your other family members that live on your street Park Ave. ?
Show some transparency, find out where that HUD went, I dare you to investigate Richard Torres, do your job he was a crooked City Admin. Everyone knows that fact.
Taxpayer
Martin Arcos
FYI Rafael Gutierrez is going to win your District by a landslide just watch.

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Padilla, Angelina

From: Amanda Samaniego <ajsamaniego@gmail.com>
Sent: Wednesday, August 24, 2022 2:28 PM
To: comment, ccpublic
Subject: [External Email] Comment for 8/24/22 Council Mtg

I am commenting on the ongoing, city-sponsored harassment of Councilmember Torres because it is heinous and highlights massive flaws in our city personnel. This should be a proud moment for Montebello with the first Afro-Latino councilmember ever elected but he has been targeted by racists.

Instead of the HR Department speaking to affected parties and investigating if needed, this alleged issue was thrust into the public eye with a loooong powerpoint presentation full of extraneous and unrelated information that provided no concrete evidence such as a text/email. Instead, the public was treated to several slides of hearsay from people that may or may not exist.

During this "investigation", Councilmember Torres was denied legal resources. The city deliberately used our taxes to slander and harass a sitting councilmember and provided no recourse instead of following procedure. We can't help but conclude that this is due to racism, insecurity, or some ugly combination of these.

Shame on the bigots sitting on our council. Shame on the City Attorney for not forcing the bigots to adhere to proper procedure and allowing this to unfold despite sitting in the middle of the dais. Our city needs better. Stop using our taxes to perpetuate racism.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Myung-Soo Seok <ms@m-consultants.net>
Sent: Wednesday, August 24, 2022 2:49 PM
To: comment, ccpublic
Cc: Bob Smith
Subject: [External Email] Public Comment

My name is Myung-Soo Seok and I am writing this email of support for Councilmember David Torres on behalf of Painters and Allied Trades District Council 36. We would like to reiterate our support for him and would like to state that we hold Councilmember Torres in high regards and only have seen high level of integrity from him.

I am not able to attend tonight's meeting due to schedule conflict, but I hope our respect and high level of support for Councilmember Torres can be felt by all of the Councilmembers through my last public comment and this email.

Best,

Myung-Soo Seok, on behalf of Painters and Allied Trades District Council 36

Sent via the Samsung Galaxy S22 Ultra 5G, an AT&T 5G smartphone

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CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 14, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

OPENING CEREMONIES

CALL TO ORDER

Mayor Cobos-Cawthorne called the meeting to order at 5:06 p.m.

ROLL CALL

Members present were Mayor/Chairperson Cobos-Cawthorne, Mayor Pro Tem Jimenez/Vice Chairperson, Councilmember/Member Peralta, Councilmember/Member Melendez, and Councilmember/Member Torres. City Clerk/Board Secretary Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT *- City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, Records Coordinator Angelina Padilla, and all Department Managers were present.*

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

None.

CLOSED SESSION 5:00 P.M.
The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Item 2a-c. was added to the agenda as a subsequent need matter pursuant to Government Code Section 54954.2(b). It was motioned by Councilmember Melendez, seconded by Councilmember Torres that the item be added; the motion was approved unanimously.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:110 p.m. to consider the following Closed Session items, including the added items:

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
One Matter Related to Montebello Armory, 244 George Hensel Drive

Walk on Item
2.a-c *CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION*
Government Code Section 54954.2(b)
Several employee claims filed against the City, City Council and Councilmember Torres

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 6:05 pm. During Closed Session the City Council received a briefing on Item No. 1. direction was provided, no action taken; nothing to report. The City Council received a briefing on Item No. 2, direction was provided, no action taken; nothing to report. The City Council received a briefing on Item No. 2a-c, no action was taken and Councilmember Torres was not in attendance during the briefing.

INVOCATION

Eric Crespo, Principal at Cantwell-Sacred Heart of Mary High School

PLEDGE OF ALLEGIANCE

Arturo Ponce, Veteran

CORRECTIONS TO THE AGENDA CITY MANAGER

City Manager announced the following: Item No. 19 the Approval of Minutes was updated, a handout was provided to Council and the Public.

CEREMONIAL/PRESENTATIONS

3. RECOGNITION OF CITIZEN OF THE MONTH - GARY MENDIBLES

This item was postponed to a future meeting.

4. RECOGNITION OF 2022 HELEN PUTNAM AWARD FOR EXCELLENCE - LEAGUE OF CITIES

Presented by Kristine Guerrero from Cal Cities

5. RECOGNITION OF SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS TINY HOMES

Presented by Mayor Cobos-Cawthorne

6. RECOGNITION OF MONTEBELLO COMMUNITY ASSISTANCE PROGRAM (MCAP) LANDLORDS FOR ASSISTANCE WITH MCAP CLIENTS

Presented by Mayor Cobos-Cawthorne

7. RECOGNITION OF NATIONAL HISPANIC HERITAGE MONTH

Presented by Mayor Cobos-Cawthorne

8. RECOGNITION OF NATIONAL PREPAREDNESS MONTH

Presented by Mayor Cobos-Cawthorne

9. 2022 FIREWORK RESPONSE PRESENTATION

Presented by Fire Chief Pelaez, Police Chief Espinosa, and Fire Prevention Captain Gary Robinson.

Councilmembers discussed this item; Mayor Cobos-Cawthorne directed staff to look into getting rid of Safe and Sane fireworks and suggested non-profits could have opportunities to raise money at City Events or be given a monetary donation. City Manager suggested a formation of an Ad Hoc for more dialogue on this topic. Mayor Cobos-Cawthorne motioned to create a Fireworks Ad Hoc; Mayor Pro Tem Jimenez motioned, seconded by Councilmember Peralta; the motion was approved unanimously.

Councilmember Torres motioned for Councilmember Melendez and Councilmember Peralta to serve on the Fireworks Ad Hoc, seconded by Councilmember Peralta. Mayor Pro Tem Jimenez made a substitute motion to elect Mayor Cobos-Cawthorne and Councilmember Melendez to serve on the Fireworks Ad Hoc; the motion was approved by the following vote:

MOVED: Jimenez	**SECONDED:** Cobos-Cawthorne	**APPROVED:** 3-2-0-0
AYES: Cobos-Cawthorne, Melendez, Jimenez		
NOES: Torres, Peralta		
ABSTAIN: None		
ABSENT: None		

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged six (6) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office. Seven (7) Speaker Cards were submitted by the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said Speaker Cards are on file at the City Clerk's Office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski made a few announcements on upcoming City events, which included the Montebello Volunteer program holding a City Service Saturday event on September 24, 2022 at Montebello City Park and the Thursday Farmer's Market running through October.

PUBLIC HEARING

10. PUBLIC HEARING FOR ASSEMBLY BILL 481 ADOPTION OF MILITARY EQUIPMENT USE POLICY

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing regarding adoption of the City of Montebello's Military Equipment Use Policy in compliance with Assembly Bill 481 ("AB 481"); and

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

Mayor Cobos-Cawthorne opened the Public Hearing at 7:56 p.m. No presentation was made, no public comments. Mayor Cobos-Cawthorne closed the Public Hearing at 7:56 p.m.

Councilmember Torres asked that his comments made on this item during the August 24, 2022 Council Meeting be reflected in these meeting's minutes. Mayor Cobos-Cawthorne also asked that her previous comments on this item during the August 24, 2022 Council Meeting also be reflected in these meeting's minutes also.

Councilmember Melendez motioned to approve this item, seconded by Councilmember Peralta.

MOVED: Melendez	**SECONDED: Peralta**	**APPROVED: 4-1-0-0**
AYES: Jimenez, Peralta, Melendez, Cobos-Cawthorne		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

11. ADOPT RESOLUTION NO. 22-78 APPROVING THE FISCAL YEAR 2021-22 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

RECOMMENDATION: It is recommended that the City Council conduct a Public Hearing and consider the following:

1) Adopt a Resolution approving the Fiscal Year 2021-22 draft Consolidated Annual Performance and Evaluation Report (CAPER); and

2) Approve the use of $40,207 in unspent CDBG funds from 2015 towards the annual payment of the City's outstanding Section 108 loan amount; and

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

Mayor Cobos-Cawthorne opened the Public Hearing at 7:59 p.m. No presentation was made, no public comments. Mayor Cobos-Cawthorne closed the Public Hearing at 7:59 p.m.

Councilmember Torres asked clarifying questions regarding shortfalls in the Report and what accounted for these shortfalls. Director Palombi addressed these questions and stated that he would provide a report to the City Manager. Councilmember Torres asked further clarifying questions regarding what type of housing does MCAP identify as the most urgent, if pallet shelters are considered affordable housing, and how many residents are housed at Operation Stay Safe. Councilmember Torres proceeded to ask how many vouchers the City receives for Section 8 affordable housing and also what kind of services are in the MCAP program. City Manager Bobadilla, Director Palombi, and Assistant Director Angelica Palmeros addressed these questions.

Councilmember Peralta asked clarifying questions regarding the process in how applicants are picked, if advertisements are made for these programs, if these funds expire, and how the timeline of the amendment of the Housing Rights Center agreement would work. Director Palombi addressed her questions. Councilmember Peralta also asked if there's an opportunity for the Council to provide input on how the funds are allocated. City Manager Bobadilla noted that staff could look into this.

Mayor Cobos-Cawthorne commended Staff for addressing the missing monies from years ago and not brushing it under the rug.

Councilmemeber Melendez motioned to approve this item, seconded by Councilmember Peralta; the motion was approved unanimously.

12. ADOPT RESOLUTION NO. 22-80 OF THE CITY COUNCIL AND RESOLUTION NO. 22-02 OF THE PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND CERTIFICATES IN CONNECTION WITH THE ISSUANCE OF SERIES 2022A LEASE REVENUE BONDS, APPROVING THE ISSUANCE OF SUCH BONDS, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF SUCH BONDS, AND AUTHORIZING RELATED ACTIONS

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1) Hold a Public Hearing with respect to the issuance of the Series 2022A Lease Revenue Bonds ("2022A Bonds"); and

2) City Council adopt a Resolution Authorizing the Execution and Delivery of a First Amendment to the Site and Facility Lease, a Third Amendment to Lease Agreement, a Continuing Disclosure Certificate, and a Bond Purchase Agreement in Connection with the Issuance by the Montebello Public Financing Authority of Lease Revenue Bonds, Approving the Issuance of Such Bonds in One or More Series in an Aggregate Principal Amount Not to Exceed $16,500,000, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Bonds, and Authorizing the Execution of Necessary Documents and Certificates and Related Actions; and

3) Montebello Public Financing Authority adopt a Resolution Authorizing the Execution and Delivery of a First Amendment to the Site and Facility Lease, a Third Amendment to Lease Agreement, a Third Supplemental Indenture, a First Amendment to Assignment Agreement, and a Bond Purchase Agreement in Connection with the Issuance of the Montebello Public Financing Authority Lease Revenue Bonds, Approving the Issuance of Such Bonds in One or More Series in an Aggregate Principal Amount Not to Exceed $16,500,000, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Bonds, and Authorizing the Execution of Necessary Documents and Certificates and Related Actions.

Director Solorza provided the City Council with a presentation on this item and was available to answer any questions.

Mayor Pro Tem Jimenez commended Director Solorza.

Councilmember Torres asked clarifying questions regarding the "Summary of Transaction" slide on Director Solorza's presentation, asked if the annual debt service for Top Golf would be secured by the lease payments for Top Golf, Director Solorza addressed these questions and City Attorney Cardinale provided clarification also.

Councilmember Melendez thanked Director Solorza, and asked when this would go to the market. Director Solorza gave a September 29, 2022 date and said that it would go into the market then or shortly thereafter.

Councilmember Peralta asked clarifying questions regarding the facility lease portion of the bonds, since it would be using 2 facilities from previous bonds that will now be released - what is the potential timeline for these assets to be released after the issuance of these bonds, Councilmember Peralta proceeded to ask clarifying questions in regards to the bonds/bond insurance. Director Solorza addressed these questions along with Vanessa, special Counsel for Bond Insurance from Stadling Yocca Carlson & Rauth.

Mayor Cobos-Cawthorne thanked Director Solorza, asked to view page 6 of the slide presentation which goes over the audit. Mayor Cobos-Cawthorne thanked the residents who traveled to Sacramento and spoke in front of the JLAC committee and asked for an audit, expressed that this is the last item on the audit that needs to be addressed to get Montebello off the naughty list.

Mayor Cobos Cawthorne opened the Public Hearing at 8:44 p.m. The City Clerks Office acknowledged seven (7) members of the public wishing to address the City Council in opposition of this Public Hearing. The City Clerk office acknowledged one (1) member of the public wishing to address the council in support of this Public Hearing.

Mayor Pro Tem Jimenez/Vice Chairperson motioned to approve this item, seconded by Councilmember/Member Melendez; the motion was approved unanimously.

13. PUBLIC HEARING APPROVING AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC.

NOTE: This Public Hearing will be continued to the City Council Meeting of September 28, 2022 or at a date thereafter as determined by the City Council.

The motion was made by Mayor Pro Tem Jimenez and seconded by Councilmember Melendez to move this Public Hearing to be continued to a future meeting; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

Councilmember Torres pulled Item No. 15, both Councilmember Torres and Peralta pulled Item No. 17, and Mayor Cobos-Cawthorne pulled Item No. 16. Mayor Pro Tem Jimenez motioned, seconded by Councilmember Peralta, that Item No's. 14,18,19, be approved; the motion was approved unanimously.

14. APPROVAL OF MEMORANDUM OF UNDERSTANDING NO. 22-22 BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO UNIFIED SCHOOL DISTRICT, APPROVING AN AGREEMENT TO SHARE COMMUNICATION PLATFORMS

RECOMMENDATION: It is recommended that the City Council:

1) Approve a Memorandum of Understanding to share communication platforms with Montebello Unified School District (MUSD), and

2) Authorize the City Manager to execute the agreement.

15. **ADOPT RESOLUTION NO. 22-76 - DECLARATION OF EXEMPT SURPLUS LAND OF CITY-OWNED PROPERTY LOCATED AT 5055 PASSONS BOULEVARD (LOS ANGELES COUNTY ASSESSOR'S PARCEL NO. 6377-007-270)**

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-76 (Attachment A) to formally declare the property located at 5055 Passons Boulevard as exempt surplus land; and

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

Councilmember Torres made a general comment that he is against the sale of City assets.

Motioned by Councilmember Torres, seconded by Councilmember Melendez; the motion was approved by the following vote:

MOVED: Torres	**SECONDED:** Melendez	**APPROVED:** 4-1-0-0
AYES: Jimenez, Peralta, Melendez, Cobos-Cawthorne		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

16. **ADOPT RESOLUTION NO. 22-77 APPROVING SIGN LEASE AGREEMENT NO. 4026 FOR THE PROPOSED DIGITAL SIGN FOR THE PROPERTY LOCATED AT 315 N. GARFIELD AVENUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SIGN LEASE AGREEMENT**

RECOMMENDATION: It is recommended that the City Council:

1) Approve Sign Lease Agreement No. 4026 between The Archdiocese of Los Angeles Education and Welfare Corporation and Cantwell-Sacred Heart of Mary High School, and the City of Montebello for the property located at 315 N. Garfield Avenue; and

2) Authorize the City Manager to execute the Sign Lease Agreement for usage of a proposed digital sign at 315 N. Garfield Avenue; and

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

Mayor Cobos-Cawthorne stated her support for this item. It was motioned by Mayor Cobos-Cawthorne, seconded by Councilmember Peralta; the motion was approved unanimously.

17. **SECOND READING AND ADOPTION OF ORDINANCE NO. 2452 UPDATING MONTEBELLO MUNICIPAL CODE CHAPTER 2.16 – DIRECTOR OF FINANCE**

RECOMMENDATION: It is recommended that the City Council:

1) Waive Second Reading and adopt Ordinance No. 2452 Amending Montebello Municipal Code Chapter 2.16.020 – Director of Finance, Powers and Duties; and

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

Councilmember Torres asked that his comments from the August 24, 2022 City Council meeting be reflected onto these minutes.

Councilmember Peralta made a motion to approve this item only if it does not remove the language "obligation for council to receive a monthly statement of receipt and disbursements in sufficient detail to show the exact financial condition of the city; and, as of the end of each fiscal year, submit a complete financial statement and report"; City Attorney Cardinale modified the motion slightly for procedural purposes; the motion is to direct staff to amend the Ordinance as stated and bring this item back for a first reading, Councilmember Torres seconded; motion was approved unanimously.

Mayor Pro Tem Jimenez made a motion to bring this item back for reconsideration on the basis that she was unsure what the original motion was, seconded by Councilmember Melendez. City Attorney Cardinale cited Rosenberg's Rules of Order; the motion was approved unanimously.

Mayor Pro Tem Jimenez made the motion to approve the item as stated, seconded by Councilmember Melendez. The motion was approved by the following vote:

MOVED: Jimenez	**SECONDED:** Melendez	**APPROVED:** 3-2-0-0
AYES: Jimenez, Melendez, Cobos-Cawthorne		
NOES: Torres, Peralta		
ABSTAIN: None		
ABSENT: None		

Councilmember Peralta stated her opposition to this item being approved.

18. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-75 APPROVING THE CITY WARRANT REGISTER OF DEMAND DATED SEPTEMBER 14, 2022

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 22-75 approving the Warrant Register dated September 14, 2022.

19. APPROVAL OF CITY COUNCIL MINUTES – MAY 3, 2022, SPECIAL MEETING; JUNE 1, 2022, ADJOURNED MEETING, AND JUNE 8, 2022, REGULAR MEETING.

RECOMMENDATION: It is recommended that the City Council:

1) Approve said minutes as written.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

- **Angie M. Jimenez, Mayor Pro Tem**
  1) Ask for Council Consensus to direct staff to reach out to Southern California Edison to assist with the street lights in the southern part of Montebello.
  2) Ask for Council Consensus to direct staff to look into working with the appropriate agencies for pedestrian safety for the intersection at Whittier Boulevard and 6th Street, in the downtown area.
  3) Latino Heritage Month - ask for Council Consensus to direct staff to honor Montebello home grown, world class artist Yolanda Gonzales, and up and coming Francisco Palomares for their contributions to the Arts.

Mayor Pro Tem Jimenez requested consensus on Items 1,2, and 3. Consensus was received on all items.

- **David N. Torres, Councilmember**
  1) Request for Council consensus for a presentation on Bicycle Master Plan implementation.
  2) Request for Council consensus to update the water system map.
  3) Concerns about public comments exceeding 3 minute allotment by using multiple email addresses; request to create measures to ensure fairness and prevent abuse.
  4) Public safety concerns from businesses along the Whittier Blvd. corridor.
  5) Follow-up on 45-day moratorium regarding warehouses and commercial trucking study.

Councilmember Torres requested consensus on Item No. 1 to direct staff to comeback with a presentation on the Bicycle Master Plan, received consensus. Asked for Council consensus for Item No. 2, staff was given direction; consensus was not needed. Requested Council consensus for Item No. 3 to direct staff to look into technology and return a report on its feasibility; received consensus 3-2.

- **Salvador Melendez, Councilmember**

- **Scarlet Peralta, Councilmember**
  1) Discussion and action regarding drought conditions, water regulations and improving communications among the five water companies in Montebello to increase information for our residents.
  2) Discussion on traffic & safety related concerns.
  3) Request for information regarding Exit 6A Findlay Avenue and the removal of K Rails.

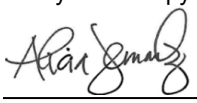
Councilmember Peralta asked for consensus on Item No. 1; received consensus. Requested consensus for Item No. 2 to direct staff to bring forward more formal solutions to help address the dangerous and persistent accidents that are happening on that street/intersection (Lincoln & Wilcox) - City Manager stated they did not need direction/consensus as Staff is aware of this issue and are currently working on this. Requested memo for Item No. 3, City Manager and Director Enriquez were able to address questions/concerns.

- **Kimberly A. Cobos-Cawthorne, Mayor**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 28, 2022 at 5:00 p.m.** which can be live streamed at

www.cityofmontebello.com (Click on Live Stream). I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, September 11, 2022 at 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

Mayor Cobos-Cawthorne adjourned in memory of over the 100 lives that were lost during an attack on Armenia. Mayor Pro Tem Jimenez motioned to adjourn the meeting at 10:23 p.m.

THE MINUTES OF SEPTEMBER 14, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: LEVAN BROTHERS **PHONE:** 323 621 8525 (Optional)

ADDRESS: 845 SO 4TH ST. MONTEBELLO (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** DRUGS IN MONTEBELLO

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 16

Meeting Date: 9/14/22 **Time Received:** 5:15pm **Date Received:** 9/14/22

SPEAKER'S FULL NAME: Erse Crespo **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Cantwell-Sacred Heart of Mary

Opposed ☐ In Support ☑ Neutral ☐ **TOPIC:** Marquee

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 6

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 9/14/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Juan Martinez **PHONE:** _____ *(Optional)*

ADDRESS: N/A *(Optional)*

ORGANIZATION REPRESENTED: ~~[illegible]~~ Downey

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 9

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 9/14/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** 626-413-9598 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Council orals Bicycle Master Plan implementation traffic and safety concerns

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☒

CITY OF MONTEBELLO Request No. 11

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Dayro Qveme **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Bicycle infrastructure

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 13

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Susie Karapetian **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Park Issues

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☒

CITY OF MONTEBELLO

Request No. 14

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

AGENDA & NON-AGENDA COMMENTS

Caltitla, Zoraida

From: Miguel Espinoza <miguelespinoza82@proton.me>
Sent: Tuesday, September 13, 2022 6:17 PM
To: comment, ccpublic
Subject: [External Email] Sep 14 Council Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings Council,

My name is Miguel Espinoza and I am deeply concerned about the state of our City with regards to election. Even for Montebello, this is an unfortunate new low — we have two candidates: one in District 1 and one District 5 — both of whom are being controlled and supported by FELONS — no im not talking about Will Cervera — but rather the felon and former City Councilmember Robert Urteaga — the man who was so bad for Montebello recalled and physically removed from his seat due to utter seediness. Mr. Urteaga is a man tied into the underworld of East Los Angeles, a man who thrives and benefits on the backs of the working class and received a felony for having done so. Then, there's former Councilmember, Christina Cortez. Ah, Christina Cortez, the woman who is married to a felon herself, for dealing drugs. Imagine how filthy you have to be to get a felony for dealing drugs. And Christina had this happen while she was in office. Nothing like a hit of heroin and City politics during the nightly pillow talk.

So Robert Urteaga and Christina Cortez, one a felon, one married to a felon, are teaming up to support Georgina in District One, who was recently spotted walking the District in tow with new homeowner Scarlett and unemployed Angry Dave Torres. What a trio! They're also behind Rick Alonzo in District 5. Rick seems like a nice guy, why is he getting involved with these felons. Oh, he wants to be the marionette for David and Scarlett in exchange for achieving his dream of holding the powerful seat.

This is a problem. Shadowy figures like Robert Urteaga and Christina Cortez will always exist. But we used to scorn these individuals as the scum of society and essentially blackball them from public life. Now, they work in the shadows and control current councilmembers looking to gain new seats to control the entirety of Council. It's very unfortunate. Georgina and Rick, have a little pride and realize the people you associate yourselves with reflect upon you. In this case, your association with felons reflects very poorly.

Miguel Espinoza

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Caltitla, Zoraida

From: Vicente Calderon <vicentecalderon68@proton.me>
Sent: Tuesday, September 13, 2022 6:20 PM
To: comment, ccpublic
Subject: [External Email] Montebello City Council Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Councilmembers,

I write to you tonight with great turmoil personally. You see, I don't like to speak ill of others, I choose to see the greater good that exists within all of us — but my conflict lies with the simple fact that a Councilmember currently has betrayed their consistent claims of transparency by not sharing the facts. This Councilmember masquerades transparency for all as really - transparency for all but me. Why is it the loudest promotes of transparency and decency, the ones who talk about it the most, are always the ones that they themselves have something to hide?

Here's the sad part: everyone knows, without me having said anything, who this Councilmember already is. Think about it for a moment longer. You already know. Don't you?

David, be transparent and stop hiding. Release why you left the City of Los Angeles. The silence and lack of transparency on the matter makes everyone believe you committed further harassment and were forced out. This is not only unbefitting for a Councilmember, but also unbefitting for a human in general. It leads one to believe its a pattern. Otherwise, why would a young man in the vibrant peak of his career, just up and leave his job for months and months on end. It makes no sense. We deserve to hear the truth.

David, share why. Release your records. Let the truth be known and transparent for all to see. If you don't sign a release to allow the LA office to release your disciplinary, resignation and or termination documentation, you must have something to hide. Release the records, or else everyone will assume and know you have something to hide, David!

Thank you.

Vicente Calderon

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Caltitla, Zoraida

From: Salazar, Arlene
Sent: Wednesday, September 14, 2022 9:23 AM
To: Padilla, Angelina; Fernandez, Alicia; Guillen, Kimberly (Admin)
Subject: FW: [External Email] My support for TopGolf PUBLIC COMMENT

From: Cobos-Cawthorne, Kimberly Ann
Sent: Tuesday, September 13, 2022 10:18 PM
To: Bobadilla, Rene
Cc: Salazar, Arlene
Subject: Fwd: [External Email] My support for TopGolf

Please enter into public record for comment

Sent from my iPhone

Begin forwarded message:

> **From:** Joshua Sgroi <sgroi.joshua@gmail.com>
> **Date:** September 13, 2022 at 10:00:21 PM PDT
> **To:** "Cobos-Cawthorne, Kimberly Ann" <KCobos@cityofmontebello.com>
> **Subject: [External Email] My support for TopGolf**
>
> Hello, I am a resident of Montebello and I am for TopGolf coming to Montebello.
> I've basically passed by that golf course for the majority of my life and that place is always empty. It costs more to run than it does in a day. We need change and to bring in something that brings in crowds all over LA County. I've been to 2 separate ones and they're always packed. With the new houses being built, they're going to want high end places, and TopGolf is a guarantee to bring in money for the city. We need to do the right thing and look towards the future to help our city grow.
>
> ---
> ***PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.***

Caltitla, Zoraida

From: Robert Hernandez <robertmiguelhernandez66@gmail.com>
Sent: Wednesday, September 14, 2022 2:18 PM
To: comment, ccpublic
Subject: [External Email] This public comment is to be read on the record

At the last council meeting, I submitted a public comment addressing councilwoman Peralta and her recent purchase of a home in Montebello. The councilwoman responded to my letter and attempted to state that she is an immigrant and Latina pursuing the American Dream. Although I commend her perseverance, I want the councilwoman to understand that she isn't the only immigrant and Latina to purchase a home and that many have purchased homes after years of hard work and saving, not questionable home purchasing habits. While her statement was a great attempt to deflect, the real issue isn't the "townhouse" councilwoman Peralta, the issue is how you acquired the funding to purchase a home that is worth almost $700,000. I understand that you stated that you and your mother had saved the money for a downpayment, and although commendable, it would be nearly impossible to save that amount based on the limited wages you received in previous years and the fact that you were unemployed in 2020. To qualify for a FHA loan, you would have to show a minimum of 2 years of employment and an income that could sustain a mortgage payment on a $700,000 home (once again, the cost of the home is the issue, not the "townhouse"). How could you show 2 years of consistent employment if you were unemployed, according to a New York Times article? How could you save for the downpayment if you were unemployed and according to the NYT article, you were struggling to cover your basic expenses? Who has money to set aside when they can barely cover the most basic of bills? There are so many red flags and I would like to remind you that many elected officials have faced charges and time in prison for purchasing lavish things while in office (later to discover they solicited money from parties wanting to do business in their city). Could the money have come from the former Mayor Christina Cortez and her friends in the cannibis industry? Could that money have trickled down to you in exchange for a favorable vote in the future? I will patiently wait for your response that has mostly likely been drafted by Julian and Dillon. What will they say? Will they try to share an inspiring story? Your smoke and mirrors show is over. Time will tell and if and when that does occur, the Department of Justice is usually right around the corner.

In the previous meeting, you stated that you want to be transparent so here is what you need to share: (1) Tax returns from 2018, 2019, 2020, and 2021; (2) Bank Statements from 2018, 2019, 2020, and 2021 that show that you had the downpayment saved in your account; (3) Mortgage documents; (4) Tax returns for your LLC and any deposits made; (5) Your client list for your LLC.

Or, should I address these questions to Christina Cortez? It probably isn't wise to accept advice from a convicted drug dealer's wife, I mean, she didn't know he was selling drugs, right? She might have told you it was ok to accept cash to purchase your home, but remember, she won't be the one sitting in a jail cell. Money laundering and pay to play are not jokes.

-R.H

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Caltitla, Zoraida

From: Miguel Cervera <mcerveraortiz9@gmail.com>
Sent: Wednesday, September 14, 2022 2:23 PM
To: comment, ccpublic
Subject: [External Email] Public Comment, Read on the Record

I'd like to exercise my 1st Amendment right and please read this message, in its entirety. Mr. City Attorney, please do not summarize my public comment, I want the comment to be read as I have written it. I would prefer to have someone else, other than the city attorney, read the public comment because this comment is too important to have words fumbled and omitted.

I am appalled by the normalization of domestic violence that has been practiced by members of our community and members of the City Council. Will Cervera is a violent criminal, a woman-beater, who has terrorized residents in Montebello for years. He beat his girlfriend to the point of near death and members of our community fail to acknowledge his actions and refuse to condemn them. The "You Know You're From Montebello" group on Facebook has been used as a platform by woman-beater Will Cervera to attempt to spin the story and make him the victim of a failed criminal justice system. Will, you were not the victim, your girlfriend was and you admitted it. In his own words, "I offer the following facts as the basis for my guilty plea: In Orange County, California, I committed an assault on the victim and she suffered great bodily injury". Will, what type of monster are you? You sit at the council meetings, not bothered by the actions you have taken and you smile and sit comfortably as the words are read. You exhibit the behaviors of a habitual abuser and this is disgusting. Is your level of comfort and lack of remorse and shame encouraged by the support you receive from the idiot, David John Sanchez and his foolish wife, Dr. Pattie Soltero Sanchez on Facebook and within your Facebook circle of friends? Dr. Pattie, you are a nurse and I am sure you have seen instances of domestic violence before, how can you support Will Cervera when the evidence shows that he is a monster? Shame on you and your husband. Also, Yvette "I support law enforcement" Fimbres, a Personnel Commissioner for MUSD, has shared her support for Will Cevera, a woman-beater, and his violent behaviors. Shame on you, you are an embarrassment to MUSD and the Office of the Superintendent of Public Instruction. Yvette, have you noticed that Will Cervera has made it a point to constantly criticize and demean our police department? I wonder why and I wonder if it is related to his two arrests for domestic violence (2014 and 2016) and his 2018 arrest? This is the person you support, a criminal, a delinquent, a woman-beater! Does Christina "I am the boss" Cortez support Will Cervera, the woman-beater, too? Oh wait, she is a disgraced former Mayor and the wife of a convicted drug dealer so this probably doesn't bother her. The amount of support for Will Cervera and his woman-beating ways is alarming and scary. Shame on all of you for supporting this monster.

Now, to city council. I am appalled and saddened by the lack of condemnation exhibited by our city's leaders. Where is the support for victims of domestic violence? Why is Will Cervera, the woman-beater, allowed to attend council meetings? He is a violent criminal who has beat his own girlfriend to the point of near death. His actions need to be condemned publicly.

With a heavy heart,
Miguel

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Caltitla, Zoraida

From: Martin Arcos <1965mararcos@gmail.com>
Sent: Wednesday, September 14, 2022 2:44 PM
To: comment, ccpublic
Subject: [External Email] FRAUD

Good evening City Council, honorable Mayor;
I am writing regarding a fraudulent flyer sent out by Councilman Torres, in the flyer he's taking credit for fixing the streets, sales tax measure H, fireworks show, and street fair.
Point one you Torres voted twice against fixing our streets, the last time a resident went up to you and confronted why you voted against fixing streets in the South and your response was it's election time that's why they voted yes (Mayor and Pro Tem) at that meeting only you 3 were in attendance,(Mr. Melendez had Covid & Peralta was partying in Enseada) thank goodness both voted yes and our long-neglected streets are starting to be totally redone.
Point 2 You did not want the city to pursue putting Measure H on Ballot in February 2020. Thank God our Mayor along with off-duty Fire and Police, along with city personnel walked our city streets and won the trust of voters. Measure H has been a blessing we hear over and over how other cities are in financial troubles yet Montebello is solid.
Point 3 You Torres wanted to have the best Parks Director fired because you were upset Fireworks were announced by the City. You did nothing to bring the great Firework show back to Montebello but you wanted to take credit.
The last point the Street Fair, you did not attend, and please do not try and say you were ill then the very next week you were water rafting in Mexico. Again a huge thank you to our Parks Director David Sosnowski and his staff for the great job they continually do for the benefit of the residents.
Come this November Rafael Gutierrez will be elected and you Torres may not even finish your 4-year term, God willing.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

PUBLIC HEARING
ITEM NO. 12
SPEAKER CARDS

#1

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ Public Comment **AGENDA ITEM NO.** 12

Meeting Date: Sept. 14, 2022 **Time Received:** _____ **Date Received:** Sept. 14, 2022

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ (Optional)

ADDRESS: Resident - address on File (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☒ **TOPIC:** Stop Wasting Money The Proposed Pool

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☒

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: 09-14-2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Alejandro DeLaTorre **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

* wants to donate remaining time to Landeros

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: 9-14-22 **Time Received:** 5:09PM **Date Received:** 9-14-22

SPEAKER'S FULL NAME: Raymond Mojica **PHONE:** _____ (Optional)

ADDRESS: 929 Othello St., Arcadia, CA 91006 (Optional)

ORGANIZATION REPRESENTED: Montebello Golf Players Club

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** Use of bonds + Top Golf Project

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Ricki Garza **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: (Optional) Save Montebello Golf Course

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 10

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: 09/12/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: JOE A. THOMAS **PHONE:** 213 705 9661 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** TOP GOLF

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 12

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Tomoko Yamamoto **PHONE:** (323) 578-1127 (Optional)

ADDRESS: 858 Ladywood Pl. Montebello CA 90640 (Optional)

ORGANIZATION REPRESENTED: President Montebello Women's Golf Club

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 8

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 12

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Andrew Cardenas **PHONE:** _____ *(Optional)*

ADDRESS: _____

ORGANIZATION REPRESENTED: *(Optional)* Save Montebello Golf Course

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

COMMENT RECEIVED AFTER DEADLINE

Padilla, Angelina

From: Concerned Resident <concernedresident90640@gmail.com>
Sent: Wednesday, September 14, 2022 4:09 PM
To: comment, ccpublic
Subject: [External Email] comment

Follow Up Flag: Follow up
Flag Status: Flagged

To City Council, thank you for reading my comment and please enter it into record.

At the previous council meeting, during the reading of the email comments, and against the city's attor
Mayor Cathowrne Cobos abused her power to facilitate a platform, utilizing taxpayers money, to contin
Cervera, a private citizen. The Mayor bullied her authority to allow several Anonymous speakers to inti
towards a private resident. I've read in detail the court documents that were facilitated through, once a
deny a tragic event occurred. However, the bottom line is that Mr. Cervera served his time. I don't follo
wasting our time instead of conducting important city issues. STOP TRYING TO DEFLECT OUR ATTE
THE REAL ISSUES OF OUR CITY.
The only thing I can conclude is that this person, Mr. Cervera, must be saying something true or attain
resort to despicable tactics against a resident.

Need I remind you what your agenda states
page 1 in the city's agenda states:

Via Email: The public may also submit emailed comments via the City's email address..... These comm
the City Council/PFA and may not be read aloud but will be entered into the record of the proceedings
the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City

Thank you,
Concerned Resident

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, SEPTEMBER 28, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

OPENING CEREMONIES

CALL TO ORDER

Mayor Cobos-Cawthorne called the meeting to order at 5:09 p.m.

ROLL CALL

Members present were Mayor/Chairperson Cobos-Cawthorne, Mayor Pro Tem Jimenez/Vice Chairperson, Councilmember/Member Peralta, Councilmember/Member Melendez, and Councilmember/Member Torres. Treasurer Gutierrez was also present; City Clerk/Board Secretary Jimenez was absent.

STAFF PRESENT - *City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, Records Coordinator Angelina Padilla, and all Department Directors were present.*

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

There were no Closed Session public comments or speaker cards submitted.

CLOSED SESSION 5:00 P.M.
The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:11 pm. to consider the following Closed Session items:

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

2. 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: Topgolf
Under Negotiation: Price and Terms

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54957.9(d)(2)
Eight matters

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One item related to Infrastructure Engineering

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 6:09 p.m. City Attorney Alvarez-Glasman provided the following report: the City Council received a briefing on Item No. 1 and there was no action taken and nothing to report; the City Council received a briefing on Item No. 2, no final action taken but there was action to review and take consideration related to the financing issues of the Topgolf project and it was mentioned that any future agreement will be brought back in open session at a future meeting; the City Council received a briefing on Item No. 3, no action was taken; the City Council received a briefing on Item No. 4, direction was provided but no action was taken.

INVOCATION

City Attorney Arnold Alvarez-Glasman led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Director Nicholas Razo led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

City Attorney Arnold Alvarez-Glasman pulled Item No. 13 as there were no items to present.

CEREMONIAL/PRESENTATIONS

None.

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged thirteen (13) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office. Seven (7) speaker cards were submitted by the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's Office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Parks and Recreation Director Sosnowski provided a report to the City Council (Council) on the upcoming City activities and events: Farmer's Market scheduled on Thursday nights through October 27, 2022 from 5-9 p.m.; Heritage Festival scheduled on October 15th and 16th starting at 8:00 a.m., starting with a certified 5k and 10k run.; and the October 28-29th Halloween festivities at Grant Rea Park. Director Sosnowski also provided the Council with an update on the golf course improvements fact sheet. City Manager Bobadilla provided the Council with an update regarding the State of the City event scheduled for October 20, 2022. Finance Director Solorza recognized the City for being awarded the GFOA Award for the third year in a row.

PUBLIC HEARING

5. ADOPT RESOLUTION NO 22-79 OF THE CITY COUNCIL AND RESOLUTION NO. 22-03 OF THE PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND CERTFICATES IN CONNECTION WITH THE ISSUANCE BY THE MONTEBELLO PUBLIC FINANCING AUTHORITY OF SERIES 2022B LEASE REVENUE BONDS, APPROVING THE ISSUANCE OF SUCH BONDS, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF SUCH BONDS, AND AUTHORIZING RELATED ACTIONS

It is recommended that the City Council and Public Financing Authority:

1) Hold a Public Hearing with respect to the issuance of the Series 2022B Lease Revenue Bonds ("2022B Bonds"); and

2) City Council adopt Resolution No. 22-79 Authorizing the Execution and Delivery of a Site Lease, Facility Lease, a Sublease, an Indenture, a Continuing Disclosure Certificate, and a Bond Purchase Agreement in Connection with the Issuance by the Montebello Public Financing Authority of Lease Revenue Bonds, Approving the Issuance of Such Bonds in One or More Series in an Aggregate Principal Amount of Not to Exceed $60,000,000, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Bonds, and Authorizing the Execution of Necessary Documents and Certificates and Related Actions; and

3) Montebello Public Financing Authority adopt Resolution No. 22-03 Authorizing the Execution and Delivery of a Site Lease, a Facility Lease, an Indenture, an Assignment Agreement, and a Bond Purchase Agreement in Connection with the Issuance by the Montebello Public Financing Authority of Lease Revenue Bonds, Approving

the Issuance of Such Bonds in One or More Series in an Aggregate Principal Amount of Not to Exceed $60,000,000, Authorizing the Distribution of an Official Statement in Connection with the Offering and Sale of Such Bonds, and Authorizing the Execution of Necessary Documents and Certificates and Related Actions; and

4) Authorize the City Manager and/or his designee to take any other related actions necessary.

Mayor Cobos-Cawthorne opened the Public Hearing at 7:02 p.m.

Director Solorza provided a presentation to the City Council of an overview of the TopGolf facility, including: TopGolf typical venue; historical general fund subsidy of existing golf course; a decade of general fund subsidies; Synergy: Golf Course Improvement and TopGolf Montebello project and plans; issuing the bonds; summary of transaction estimates.

The City Clerk's Office acknowledged six (6) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

Councilmember Torres commented regarding the general fund revenues and requested that City Council consider scheduling a study session, as part of the motion, to better explore his concerns. Councilmember Melendez also made comments regarding the general fund revenues. Councilmember Peralta asked a clarifying question regarding the bond insurance and initial fixed term of the lease, which were addressed by Director Solorza and City Attorney Chris Cardinale. Mr. Cardinale further explained that as long as the lease is in place, TopGolf will own it, but when they walk away it returns to the City as a maintained and usable facility. Mayor Pro Tem Jimenez commended the staff for their effort and coordination of the project. Mayor Cobos-Cawthorne asked clarifying questions and commended the staff and the legal team for their efforts on this project.

Mayor Cobos-Cawthorne Closed the Public Hearing at 7:50 p.m.

Councilmember Torres motioned, seconded by Councilmember Peralta, that the item be approved as is and also added a study session; the motion passed unanimously. Mayor Pro Tem Jimenez requested clarification on the motion and retracted her vote on the basis that she was unclear about the motion she was voting on. City Manager Bobadilla clarified that having a study session would affect the deadline for this item; therefore, Councilmember Torres withdrew his motion. Mayor Pro Tem Jimenez made a motion, seconded by Councilmember Melendez, to approve the item as is; the motion was passed unanimously by both the City Council and the Public Financing Authority.

REGULAR BUSINESS - NONE

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

Councilmember Torres pulled Item No's. 6 and 7 for discussion. Councilmember Melendez motioned, seconded by Councilmember Torres, that Item No's. 8-12 be approved; the motion passed unanimously.

6. MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (CP NO. 894) – IRRIGATION PUMP PURCHASE ORDER

It is recommended that the City Council:

1) By a four-fifths vote of the City Council, authorize the dispensing of a formal bidding procedure for the purchase of the irrigation pump station for the Montebello Municipal Golf Course Renovation Project (CP No. 894), in accordance with Montebello Municipal Code Chapter 3.20.050; and

2) Approve a Purchase Order with MCI Flowtronex in the amount not-to-exceed $295,000 for the irrigation pump

station and authorize the City Manager to execute the Purchase Order; and

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

Councilmember Torres pulled this item to ask clarifying questions which were addressed by staff. It was motioned by Councilmember Melendez, seconded by Councilmember Torres, that the item be approved as is; the motion passed unanimously.

7. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2453 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 2.20 TO ADD A MILITARY EQUIPMENT USE POLICY

It is recommended that the City Council:

1) Waive the Second Reading of and adopt Ordinance No. 2453 establishing a Military Equipment Use Policy in compliance with Assembly Bill 481 ("AB 481"); and

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

Councilmember Torres pulled this item for discussion and asked that his comments from the August 24, 2022 meeting be reflected in these meeting minutes; Mayor Cobos-Cawthorne requested the same. It was motioned by Councilmember Melendez, seconded by Mayor Pro Tem Jimenez that the item be approved as is; the motion passed by the following vote.

MOVED: Melendez	**SECONDED: Jimenez**	**APPROVED: 3-1-0-0**
AYES: Melendez, Peralta, Jimenez, Cobos-Cawthorne		
NOES: Torres		
ABSTAIN: None		
ABSENT: None		

8. APPROVE RECEIPT OF A GRANT AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND APPROPRIATE FUNDS IN FISCAL YEAR 2022-23

It is recommended that the City Council:

1) Approve the appropriation of $183,848 awarded to the Fire Department by the Federal Emergency Management Agency (FEMA), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program; and

2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $183,848 in Expense Account No. 265-85-857-6010.10 (Grants, Fire, Assistance to Firefighters Grant, Machinery and Equipment) and Revenue Account No. 265-99-4198.20 (Grants, Miscellaneous Grants, Assistance to Firefighters); and

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

9. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-2) FOR THE MAINTENANCE HOSE REELS REPLACEMENT

It is recommended that the City Council:

1) Approve issuing a Maintenance Hose Reels Request for Proposal, No. 23- 2 (RFP No. 23-2); and

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

10. ADOPT RESOLUTION NO. 22-74 TO APPROVE A TRANSIT ASSET MANAGEMENT PLAN FOR SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION

It is recommended that the City Council:

1) Adopt Resolution No. 22-74 to approve a Transit Asset Management (TAM) plan for submission to the Federal Transit Administration (FTA); and

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

11. APPROVE BLANKET PURCHASE ORDERS TO GALLS AND PROFORCE

It is recommended that the City Council:

1) Authorize issuing annual Blanket Purchase Orders to Galls, LLC ("Galls") for uniforms and safety equipment through Fiscal Year 2024-25 in the amount of $23,000 per fiscal year ($69,000 over three fiscal years); and

2) Authorize issuing a one-time Blanket Purchase Order to ProForce Marketing, Inc. ("ProForce") for personal protective and less-lethal supplies/equipment purchases during Fiscal Year 2022-23 in the amount of $65,000; and

3) Authorize the City Manager to approve up to an additional $15,000 per vendor, per fiscal year, if necessary; and

4) Take such additional related activities that may be desirable.

12. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22- 81 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 28, 2022

It is recommended that the City Council:

1) Adopt Resolution No. 22-81 approving the Warrant Register dated September 28, 2022.

13. CONSIDERATION OF AGREEMENTS BETWEEN THE CITY AND QUIET CANNON RELATING TO THE MONTEBELLO GOLF COURSE PROJECTS

It is recommended that the City Council:

1) That the City Council review and consider approval of the agreements with Quiet Cannon as presented by staff (various agreements to be provided prior to the City Council meeting).

City Attorney Alvarez-Glasman pulled Item No. 13 during changes to the agenda, as there were no items to present.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

- **David N. Torres, Councilmember**
  1) Request for Council consensus to direct staff to draft an emergency ordinance relating to the registration of campaign signage responsible parties, and other regulations relating to their proper placement and removal.
  2) Comments on Mayor and Mayor Pro Tem repeated campaign rule violations.
  3) Request for bicycle parking at City Hall and other properties.

Council member Torres asked for Council Consensus on Item No.1 requesting that the City Attorney look into this request; Consensus was received by a 4/0 vote (Mayor Pro Tem was absent for this vote). All other items were presented by Councilmember Torres.

- **Salvador Melendez, Councilmember**

None.

- **Scarlet Peralta, Councilmember**
  1) Partnership with ELAC Public Safety Academy.
  2) Requesting information on how the city addresses the fixing of damaged public driveways in residential areas.

Councilmember Peralta presented her Council Orals.

- **Angie M. Jimenez, Mayor Pro Tem**

None.

- **Kimberly A. Cobos-Cawthorne, Mayor**

None.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 12, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, September 25, 2022 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

Mayor Cobos-Cawthorne requested a motion to adjourn. A motion was made by Mayor Pro Tem Jimenez, seconded by Councilmember Peralta; the meeting was adjourned at 8:14 p.m.

THE MINUTES OF SEPTEMBER 28, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

AGENDA & NON-AGENDA SPEAKER CARDS

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9/2 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Raymond Suedo **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Margot Eiser **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9/28/22 **Time Received:** 6:01 p.m **Date Received:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff K. Guillen **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Andrew Landeros **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed☐ In Support☐ Neutral☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Ricki Garza **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** 323-621-8821 (Optional)

ADDRESS: 845 So. 4th St. MONTEBELLO (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: About drugs in Montebello

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. (2)

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Irene Lamb **PHONE:** 3238236280 (Optional)

ADDRESS: 601 Hibiscus St (Optional)

ORGANIZATION REPRESENTED: N/A

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Painting of Red curb & its Impact!

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 9-28-22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Jose' A Cuevas **PHONE:** (323) 888-699
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff CHE 5:48 PM **Received Via:** Email ☐ Phone ☐ In Person ☒

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 9/26/22 **Time Received:** 6:01 p.m. **Date Received:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff K. Guillen **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 8

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Erika Zapata **PHONE:** _____ (Optional)

ADDRESS: 2437 W Via Nina Montebello CA 90640 (Optional)

ORGANIZATION REPRESENTED: N/A

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Parks Master Plan- City of Montebello w/ Montebello USD

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Juan Martinez **PHONE:** _____ *(Optional)*

ADDRESS: Downey *(Optional)*

ORGANIZATION REPRESENTED: 64th

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Padilla, Angelina

From: [redacted]
Sent: Friday, September 16, 2022 6:38 PM
To: Torres, George
Cc: comment, ccpublic
Subject: [External Email] Anonymous Opposition to Event Venue 18th St.
Attachments: Letter to the City of Montebello.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I am writing to express my opposition to the event venue on the corner of N 18th St. and Whittier Blvd. Please record this as anonymous, I do not want to face any issues and would only like to uphold my family and neighborhood's safety.

Attached for your review is the letter signed by many neighbors on the N 18th St. block that are against the event venue opening its doors. Please record on public comment and community concerns.

Thank you,

[redacted]

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

16 September 2022

City of Montebello
1600 W Beverly Blvd
Montebello, CA. 90640

To whom it may concern,

I am writing to you concerning the newly renovated building on 1808 Whittier Blvd formerly known as La Tourette's Gallery. As a resident of the N 18th St. neighborhood, I am deeply concerned about the recent renovation and reopening of this venue. As you may know, 18th St between Cleveland and Whittier is a high traffic zone due to high school students, multiple cars per household and Doublz dine in and drive thru. Over the last 30 years, my neighbors and I have reported racing along Whittier Blvd at all hours and there have been multiple collisions involving the empty lot of La Tourette's Gallery and fortunately, there were no people present during the time of impact. We are appalled that we were never notified about the establishment considering all the potential hazards and inconveniences this business may cause us.

Without community consideration and consent, our already impacted block, plans have been set into motion for a banquet hall and event venue. Our neighborhood is very quiet and made up of hard-working families and older residents. When Doublz moved in it was a difficult adjustment that required neighbors closest to the restaurant to guard parking spaces in front of our homes because Doublz employees did not have parking. Now with another venue for events and parties, we the neighbors ask the City Council the following questions:

1) Where will we park? Will you have 2-3 permits per household to mitigate the parking issue that exists today to help prevent for the future?
2) In terms of zoning, a community feasibility analysis and public support must be considered. What are the steps the city has taken to inform myself and our neighbors?
3) With a drive thru on one side and people often making sharp turns from Whittier Blvd onto 18th St, how will you upkeep public safety?

This banquet hall is going to majorly disrupt the peace and safety of our neighborhood and I have several concerns I'd like to make you aware of.

1. The parking lot of this location is quite small, which will of course mean that the already limited parking spaces in our neighborhood will be inundated by event attendees.
2. As mentioned before, our neighborhood is made up of hard-working families and elderly residents. The loud music, shouting, and other sounds of partying are going to disrupt the peace and quiet of our neighborhood and prevent folks from getting the rest they need.

3. Not only am I concerned about parking availability, and noise, but I am severely concerned about safety. As this location serves alcohol, I fear for the intoxicated attendees that will be in the proximity of our homes. This has the potential to cause violence and disturbances of all sorts including gun violence, drunk driving, physical altercations, public intoxication and vomiting, and more. The location of the proposed event venue has been the center of multiple collisions in the past.

In conclusion, we ask that you consider the community in your decision making. You will not have to worry about all members of your family searching for parking after a hard day's work, you will not be worried about your children running across the street in a high traffic block, and you will not be awakened in the small hours of the evening. We ask that you support the neighbors that have lived in their homes for 5, 10, 15, and 20 years over this new event venue proposal. Numerous neighbors and homeowners share my deep concerns and disapproval of this establishment. Having already experienced for many years the adverse effects of being located right next to a large business like Doublz- including littering, loitering, smoke, and a lack of parking, we firmly oppose the development of this banquet hall. We ask that you listen to our plea and support our safety, our families, and our neighborhood.

Attached, you will find signatures of my fellow residents who oppose this event venue business opening its doors on the corner of 18th St. and Whittier Blvd.

Sincerely,

Concerned Resident of North 18th St. Block

Heidi McKellar
Josiy Cuevas
E. Dacuk (132 N. 18 St)
Michelle McKellar
Stephanie Bachian
Jose & Melissa BRAN
Adali Cardenas
Marina Boychuk
VALENTIN BOYCHUX
VERA Boychuk
PEDRO MORENO
Yamileth Moreno
Santiago Moreno
John Sandoval
Carmela Sandoval
Cpt Sandoval

Petition list
all the neighbor
North 18 th street

they dont agree with that
Cean of busines.
thank you.

Padilla, Angelina

From: noreply@civicclerk.com
Sent: Monday, September 26, 2022 11:41 AM
To: comment, ccpublic
Cc: bruinmelissa@gmail.com
Subject: [External Email] Public Comment Submission

Submitted by: Melissa Espiritu
Email Address: bruinmelissa@gmail.com

Commented on event: https://montebelloca.civicclerk.com/web/player.aspx?id=285
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: It is almost October and we are still experiencing weather that is consistently in the 80s and 90s degree Fahrenheit. Each year, the weather is hotter for a longer period of time. However, the public pool season ends by Labor Day. We need to allocate resources to keep our pool open longer into the season. The pool is a great outdoor resource during heatwaves and it provides affordable access to swim lessons, which is a life-saving skill. And yet, we only get to use it for a couple of months of the year. Many people in our community make good use of the enrichment opportunities the Parks Department offers for their children during the school year. We should add access to the pool and swimming lessons as part of the enrichment activities students can access during the school year in September and even parts of October. Thank you for your consideration.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: noreply@civicclerk.com
Sent: Tuesday, September 27, 2022 6:36 PM
To: comment, ccpublic
Subject: [External Email] Public Comment Submission

Submitted by: William Moreno
Email Address: billmoreno@gmail.com

Commented on event: https://montebelloca.civicclerk.com/web/player.aspx?id=285
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I fully support any and all Bond financing necessary for the purposed Golf Course rehabilitation. For too long this course has been a badly managed community asset and the select playground for a few self-appointed older generation of golfers. By definition, a public asset such as this requires increased public access. The planned expansion appealing to a younger demographic and families is welcomed and needed. Thank you.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Lynn McGonigle <lnm5499@gmail.com>
Sent: Wednesday, September 28, 2022 1:25 PM
To: comment, ccpublic
Subject: [External Email] Support for David Torres and Scarlett Peralta

Dear City Council,
I'm writing to voice my support for councilpersons David Torres and Scarlett Peralta. I am so impressed with the way they have served the community, and I am disppointed in the personal attacks they have been subjected to. It is a testament to their integrity and professionalism that Mr. Torres and Ms. Peralta have not responded to personal attacks in kind, but have kept their focus on Montebello city business. I'm grateful to Mr. Torres for his meticulous attention to policy details; it is evident that he is working hard to bring about the best possible results for Montebello. I am also grateful for the time Ms. Peralta puts in at community events, where she meets with residents and listens to their concerns. Both Mr. Torres and Ms. Peralta have worked tirelessly and have accomplished wonderful things for the community, and they have my full support.

Thank you,
Lynn McGonigle

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Alexandra Vazquez <vazkz.alexandra@gmail.com>
Sent: Wednesday, September 28, 2022 1:47 PM
To: comment, ccpublic
Subject: [External Email] 09/27/2022 Public Comment(s)

Hello my name is Alexandra Vazquez and I am writing this comment in support of members Scarlet Peralta and David Torres.

The reason I am in support of both Peralta and Torres are because throughout their time as members of council they have shown how much they care about the community they serve through their actions as council members.

Peralta and Torres advocate for transparency from council information to its residents, this shows deep respect and care for their community. They are also very active members of the community through hosting community events and reaching out to constituents.

Peralta actively fought for hero pay for essential workers of grocery stores, and as someone who is the daughter of two hard working parents who are essential workers, this action made me and my family feel recognized and cared for by the community council. Torres is consistently prepared with questions to ask in order to be able to explain to residents how exactly decisions are made and the policies in questions would directly affect them.

As someone who is also an essential worker and student, having Peralta and Torres as council members makes me feel acknowledged and cared for by the council. Both members are also great representation for other young members of the community who are interested in joining and inspire them.

--
Thank you for your time,
Alexandra Vazquez.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: mo montes <jrmontes737@gmail.com>
Sent: Wednesday, September 28, 2022 1:54 PM
To: comment, ccpublic
Subject: [External Email] Public Comment

Mayor, we all know from who those fake public comment emails are all coming from. Funny thing is, that person is probably sitting right in from of you right now. I wonder if you two are related? Hmmmmm. I wonder if that person feels guilty for the hatred and false allehations they are spewing at every meeting. It's crazy obvious, this community is not dumb. We know who it is. You know who it is too.

P.S. Mayor youre not fooling anyone. Stop being complicit and fueling this nastiness. Oh wait, your the biggest tyrant in montebello. It's the most disturbing abuse of power i have ever seen.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Brooke Slagoski <bslagosk@uci.edu>
Sent: Wednesday, September 28, 2022 2:34 PM
To: comment, ccpublic
Subject: [External Email] Public Comment - 09/28/22

Good evening,

I want to thank Councilmembers Scarlet Peralta and David Torres for being the public servants that this city so deserves and needs. I truly commend you both for fighting the good fight up there and asking questions to hold city hall accountable to the residents. It is your commitment to transparency, advocacy for truth, and professionalism in your behavior that gives me hope for the future. Please know that your community sees all you do, and that actions speak louder than words. The residents of Montebello love and support you.

Thank you for your time,
Brooklyn Slagoski

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Pablo Flores <paulyrex@msn.com>
Sent: Wednesday, September 28, 2022 2:37 PM
To: comment, ccpublic
Subject: [External Email] David Torres and Scarlet Peralta

Hello,

My name is Pablo Flores. I am emailing about David Torres and Scarlet Peralta. These two have been advocating for transparency and information given to the residents of this city. David for one, is a very “by the book” professional who is very big on policy. He is always prepared with questions to ask in public so residents can see how his decisions are made. Scarlet has been on council for 2 years and one of the first things she pushed for was hero pay for the essential workers during the pandemic. She also championed the farmers market Montebello now enjoys. They are both young representatives who have been asking questions and trying to actually make change. They are consistently attacked with public comments and personal attacks and I would just like to show my support for them and show that they are appreciated by many.

Thank you
-Pablo

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Irene A. <irenenaj@yahoo.com>
Sent: Wednesday, September 28, 2022 2:46 PM
To: comment, ccpublic
Subject: [External Email] Today's meeting

Hello all,
Please consider Montebello residents when making decisions that can impact our health and well being. The Montebello Golf Course has been a treasure in our community for decades. Selling it out for corporate interests with no history in the area is a huge mistake! In addition to an increase in traffic, possible crimes, and general public disorder, there is a possiblity of exposing residents and wildlife to cancer-causing toxic chemicals by spraying. The use of herbicides or pesticides that may contain dangerous chemicals is a disgrace and criminal act upon the city of Montebello. Why were residents not allowed to vote on such a measure? We the people of this city deserve to have input on environmental and economic decisions made in our city. It is bad enough the Montebello Hills were not preserved and animals have now been relocated (or worse) in our community, why add to our problems? Is it time for new leadership? Think about tax paying citizens in this city before putting us in harms way and against our consent.

Irene (A concerned resident)

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: adelinehernandez <adelinehernandez@proton.me>
Sent: Wednesday, September 28, 2022 2:51 PM
To: comment, ccpublic
Subject: [External Email] Comment for 9/28 council meeting

Please read my comment during council meeting public comment section. This message is for the mayor. You have said multiple times now, "One is too many" when speaking on the current harassment cases. I want to remind you that If you google your name a ABC 7 news article pops up titled "Montebello fire chief files claim against city's mayor, alleging harassment and retaliation" it says that you went as far as contacting a local hotel and a security guard to investigate if the chief was going there with a woman. He believes you were trying to dig up dirt to sabotage his marriage. Also claiming that you had it out for the chief for some period of time, and that you were basically trying to do everything you could to have him ousted.

So if "one is too many" Kimberly, why did the city never investigate YOU for harassment? What deal did you cut and who did you sell your soul to make this go away? Ohhh hold on now, is that how you became mayor 2 years in a row? OR why you flip flopped and voted against every issue you once stood for? All of sudden you care, when it's not you who is under fire right? What a disgrace of a mayor you have been this past 2 years. You have used the cities resources for your own personal game of vendetta, not giving a crap about the issues that affect us as residents. You have no job, no career, probably never worked a day in your life, touting your million dollar homes,and abuse the power of your seat. Sounds like a mini trump to me. I cant wait to see this community vote you out.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Padilla, Angelina

From: Vivian Romero <vivian4council@gmail.com>
Sent: Wednesday, September 28, 2022 3:01 PM
To: comment, ccpublic
Cc: Bobadilla, Rene
Subject: Fwd: [External Email] PLEASE READ AT TONIGHTS COUNCIL MEETING

Begin forwarded message:

From: Vivian Romero <vivian4council@gmail.com>
Subject: PLEASE READ AT TONIGHTS COUNCIL MEETING
Date: September 28, 2022 at 2:58:43 PM PDT
To: Rene Bobadilla- City Manager <Rbobadilla@cityofmontebello.com>

Good evening

Salvador Melendez has been using his City logo business cards while campaigning. There are photos taken by residents and since he claims he has studied law he should KNOW that

City officials and employees may not use public resources for personal enjoyment, private gain or advantage.

Public resources are not limited to money. They also include things like staff time, office equipment, telephones, fax machines, photocopiers, and computers), and office supplies, and other items. To "use" public resources means merely to cause a gain or advantage for the user, and a loss to the local agency in this case Montebello , that has a monetary value.

Use of City Titles, Letterheads and Logos are included in this Prohibition illegal use by Mr Melendez. One area that people rarely consider as a “public

resource” are City job titles, letterhead stationary, and the City or department logo. Obviously

using City office supplies for a personal or political purpose is illegal.

The city has enough legal issues so I encourage you to remind all the council members of this law so that further legal issues do not arise. California law provides both criminal and civil penalties for using public resources for personal benefit

Sincerely

Resident and Former Mayor Vivian Romero

PUBLIC HEARING
ITEM NO. 5
SPEAKER CARDS

Public Hearing #3 B

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Meeting Date: 9-28-22 **Time Received:** 5:55PM **Date Received:** 9-28-22

SPEAKER'S FULL NAME: Raymond S. Mojica **PHONE:** 626-620-0055 (Optional)

ADDRESS: 929 Othello St.

ORGANIZATION REPRESENTED: (Optional) M.G.P. Club

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** To construction of Top Golf

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

#10 Public Hearing 4 opposed

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5/13

Meeting Date: 9/28/2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Ricki Garza **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Public Hearing #2
Revised #5

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5/13

Meeting Date: 9/28/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Andrew Landeros **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. _____

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5 & 6

Meeting Date: 7/25/2022 **Time Received:** 6:20 **Date Received:** 7/25/2022

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____ (Optional)

ADDRESS: on via San Dolorio next to Golf Course (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☑ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

PUBLIC HEARING ITEM NO. 5
COMMENTS

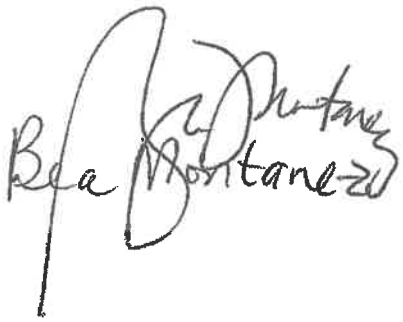
26 COMMENTS IN SUPPORT OF ITEM NO. 5

Their comments are down below

Dear Montebello Council,

Thank you for making plans to build a TopGolf here. The current golf course has been a drain on our economy and it is about time that change was made to fix that. The TopGolf should really help put money back into our city so that we can keep growing and improving. I would love to see more plans like this put into action so that in a few years time, we have all sorts of fun new community spaces to enjoy.

Please keep up the good work!



Dear Montebello Council,

I think this Topgolf is a great idea. I am wondering, do you have plans for other places like this? The more the better I think! It will just be so nice to have a place so fun so close to home. The pictures on the website make it look like it will have many fun games to try so people won't get bored and can keep coming back to try the new ones.

I can't wait to go try!

Thomas J Golec

To the council of Montebello,

I believe the TopGolf will make golf accessible to many people in the community. The golf course we have now is really only available to serious golfers. I don't think there are many serious golfers in Montebello but there are many people who would like to enjoy a meal and play a lighthearted game with their family or friends. We are all looking forward to the day it opens!

Thank you.

Petra Camacho

Petra

Dear Council,

I wanted to write this letter to say I completely agree with your decision to renovate the current golf course. Your plan will create a more modern golf course that will be more accessible to all sorts of people in our community. Everyone I've spoken to is very excited to go experience this Topgolf for themselves.

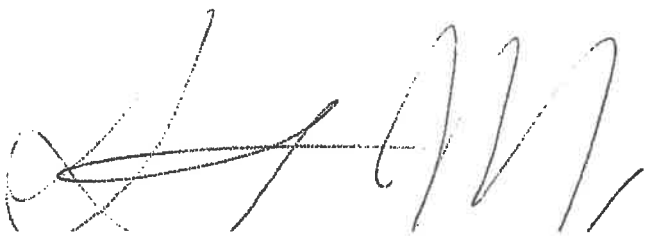
Thank you for creating this great place for our community.

ELISA LABRADOR

To the Montebello Council,

Thank you for deciding to build a TopGolf in Montebello. It will be a huge benefit to the community as it will provide a place for people, old and young, to go have a fun time with loved ones and friends. It will be a great place for kid birthday parties, dates, coworker bonding, and family time. Such a great idea.

Thank you again!



Liset Meneses

Dear Montebello Council,

I don't know anyone in Montebello who uses the current golf course. But I do know A LOT of people who would go play at a TopGolf. With the mini golf, putting course, and night golf, I'm sure it will have something for everybody. The restaurant and bar don't hurt either!

Please vote for more plans like this.

Thank you,

Patrick Deligero

Dear councilmembers,

I am a mother so I am always hoping to keep my kids happy. Like many kids, mine get very excited about new games so they were so very excited to learn about the topgolf you will build here. I look at the website and it really looks like a beautiful place. So much space and green for all the people to enjoy. My family is all excited to go together for nice fun times.

Thank you very much for your vote to build it.

Dear City Council,

I hope the TopGolf is the first of many improvements you have planned for Montebello. We have watched the current golf course lose millions of city funds for years. It is absolutely time for change! The TopGolf will give the members of our community a place to go for fun family gatherings, dates, birthday parties and more, all while helping our city to make back the money lost in the past.

Thank you for doing this!

JAZMIN RODRIGUEZ

To the Montebello City Council,

You are doing the right thing by building this Topgolf. The men's club should not have complete control over a public space, especially when they have lost the city so much money. Topgolf will be a fun, safe, family establishment that all can enjoy. Can't wait to go!

Mixain López

Dear councilmembers,

I knew there was a golf course in Montebello but I have never actually gone. The Topgolf is a place I would actually go to because they are open to people with all sorts of skills, from total beginner to more experienced. I am looking forward to going and playing with friends. So glad you are doing this.

Thank you!

Francel E. Navalon

Dear Montebello Council,

Thank you for voting to build a Topgolf here. How exciting! I think it will really do good things for our community. We don't really have any places like this around here so I think everyone is looking forward to going to check it out with their friends and family.

Hoping you keep doing what you're doing and vote to add more places like this to Montebello,

George Hennion

Dear Councilmembers,

I was shocked to hear about the golfers that have been threating you just so that they can keep the golf course to themselves. That golf course has been losing money for years and a Topgolf could actually change that. The Topgolf could help everyone instead the current golf course that just helps that men's club.

Thank you for thinking about the good of our community and taking action to help our city.

Tashany Butler

To the Montebello City Council,

I have always wished there were more recreational options available here so I'm very happy to hear that you are beginning to make some very positive changes. The Topgolf looks like a very fun place to go, a place that has something for everyone. The night golf sounds especially fun! I hope you will consider building some more public parks and other places similar to Topgolf.

Thank you,

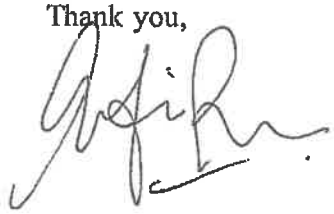
DEXTER PAMINTUAN

Dear council of Montebello,

Thank you for voting to build a Topgolf here. I know the men's club isn't happy but it really makes no sense to keep putting city funds into a golf course that everyone knows is LOSING money and has been for years. The Topgolf will actually PAY to be here, the opposite of what's currently happening. It can really help get Montebello on the right track.

Looking forward to Montebello's future.

Thank you,



ELFIANITA RUSMAN

To the Montebello Council:

This Topgolf could not come at a better time. Everyone wants something fun to look forward to! The Topgolf can be that thing for all of us, a thing to get excited for. I will be there on the first day to play some games!

Thank you for doing this for us,

James Walker

To the council of Montebello,

You are doing a very good thing for our community with this Topgolf. Families can go together, friends can go, it will have something for the kids and the adults. I myself am very excited to learn to play some new games and have a nice time with my family and friends.

Thank you for improving our community!

Richard Escobar

RICHARD ESCOBAR

Dear Montebello Councilmembers,

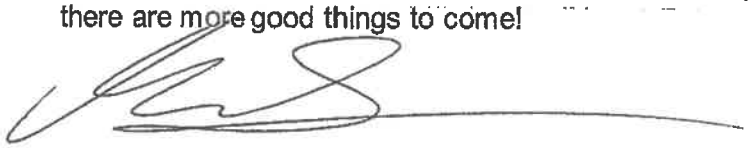
I wanted to share my excitement for the new Topgolf you plan to build here in our city. I think it is going to lift the spirits of the people here and give everyone something fun to look forward to. If you can do more things like this, the people will be that much happier!

Thank you very much,

TRAVIS FAST

Dear members of council,

I am writing to thank you for voting in the TopGolf. What a great idea! A place for people in the community to go for good food and drinks and games. It will probably also get people from outside our city to come here which will help put money into our economy. Makes me thing there are more good things to come!



Chris Saavedra

Dear Councilmembers,

I have heard about your plan to put a TopGolf in Montebello. This TopGolf sounds like a very fun place. The people here will be very happy to go and try the games and food. Such a nice idea. Thank you for voting to build this place here.

Tayde García

Hello Montebello counsel,

I am very excited to come see the Topgolf when its built. These changes will be very good for the community. I know there are golfers who have had the golf course to themselves and they are not happy about the Topgolf. But they are a small group of people and we are a big community here in Montebello. It is the fair thing for everyone to have a chance to play.

Please do build the Topgolf.

Thank you,

Oscar Valdez

Dear Councilmembers,

It is wonderful to see you taking action to better our city. The TopGolf will be a strong addition to our community. It will help improve our city's financial situation and provide people with a place to go to relax and enjoy their friends and family. It is wise to think about our city's future and the possible improvements that can be made, and it seems that is exactly what you are doing with the TopGolf.

Thank you.

LUIS Aguliar

Montebello Council,

I wanted to reach out to you and share my support for your plan to build the TopGolf. It really looks like a great establishment, a place that will have something fun for everyone even if they have never golfed before. To have a place like this so close to home will make entertaining the kids on the weekend much easier. Plus, I am curious to try the games myself!

Thank you very much for doing this for us.

Lulu

Lulu Tango

Hello Councilmembers,

As a longtime member of the Montebello community, I just wanted to say that I think what you're doing is great. Building a TopGolf here will provide good, healthy fun for the members of our community, as well as Angelenos that live in neighboring parts of town. I imagine it will help improve our economy, which everyone would certainly be happy about. Who knows, maybe more people will start wanting to move to Montebello and more and more community places like this could built in the future.

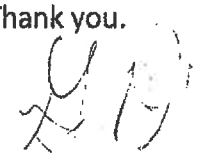
Excited about the changes you're making for Montebello,

MIKE TORRES

Hello Council,

I am writing to thank you for building the TopGolf. It will be a great thing for the people of Montebello. We are a hardworking people and it will be very nice for a fun place to be here so we can go have fun with the family and friends. I know the men who play golf here a long time do not like the TopGolf but these men I do not think they are living here. It is time the people of Montebello got to play.

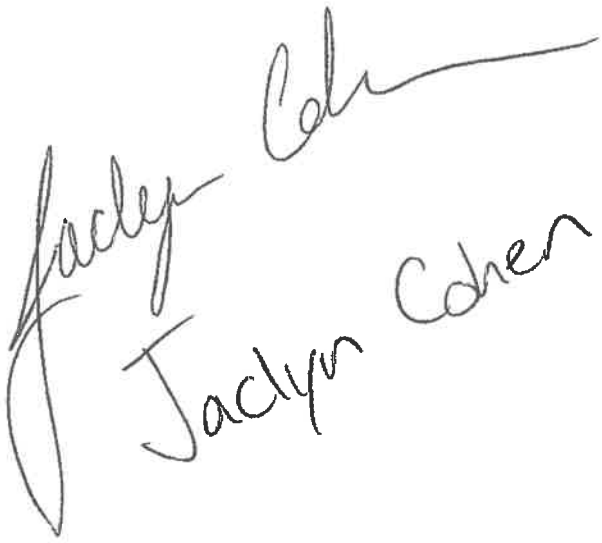
Thank you.



Dear council,

My parents told me you want to build a topgolf for us. It's like you are Santa and you are giving everybody a giant present! It sounds so fun. I don't know how long it takes to build a topgolf but I hope its here very soon so I can go play. Maybe I can have my birthday party there! That would be so fun.

Thank you council!



To the Montebello council:

This Topgolf is about to be the biggest flex in Montebello's history. All these other parts of town that don't know us are about to know us. I'm so sick of telling people I'm from Montebello and they're just like, where's that? It's so annoying. I really want to be able to say, yeah that's right I'm from Montebello, where the TopGolf is. And have people get all excited because they KNOW us and they wish they had a TopGolf in their backyards too.

It's going to be THE place to be. I hope it gets built quick!

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 12, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Cobos-Cawthorne called the meeting to order at 5:06 p.m.

ROLL CALL

Members present were Mayor/Chairperson Cobos-Cawthorne, Mayor Pro Tem/Vice Chaiperson Jimenez, Councilmember/Member Peralta, Councilmember/Member Melendez, and Councilmember/Member Torres. City Clerk/Board Secretary Jimenez and Treasurer Gutierrez were also present.

City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, Records Coordinator Angelina Padilla, and all Department Directors were present.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged one (1) written public comment submitted to the City's public comment email address. Said comment is on file at the City Clerk's office. No speaker cards were submitted by the public.

CLOSED SESSION 5:00 P.M.
The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Item 3b. and Item 4b. were added to the agenda as subsequent need matters, pursuant to Government Code Section 54954.2(b)(2). It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez, that the items be added; the motion was approved unanimously.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:11 p.m. to consider the following Closed Session items, including the added items:

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 112-132 S. 6th Street
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Cesar Chavez Foundation
Under Negotiation: Price and Terms

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 901 Via San Clemente
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Quiet Cannon Management & Trend Sports II
Under Negotiation: Price and Terms

Walk On Item No. 3b.
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: 701 Whittier Blvd., Montebello CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Jimmy's Property
Under Negotiation: Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2): Three Matters
One matter related to Brown Act claim
One matter related to ACLU letter
One matter related to Infrastructure Engineers

Walk On Item No. 4b.
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4)
One matter related to audit issues dispute

REGULAR SESSION NO LATER THAN 6:00 P.M.

DRAFT

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 6:21 p.m. All five members were present for all items, with the exception of Item No. 4 relating to the ACLU letter, where Councilmember Torres recused himself. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided from the City Manager and staff on Item No. 1, no action taken and nothing to report; a briefing was provided from the Agency's negotiator on Item No. 2, direction was provided to execute a letter on behalf of the Cesar Chavez Foundation but there was nothing to report; a briefing was provided on Item No. 3, no action taken and nothing to report; a briefing was provided on Item 3b.and authorization was given to the Agency's negotiator with respect to the possible sale but there was no final action and nothing to report; a briefing was provided on Item No. 4, regarding the Brown Act claim, ACLU Letter (Couincilmember Torres recused himself), and Ingrastructure Engineers matters, direction was provided tot he City Attorney's office but there was no final action and nothing to report; a briefing was provided on Item No. 4b. and direction was provided to evaluation potential claims against the State of California and the State auditor, no final action was taken direction.

INVOCATION

City Treasurer Rafael Gutierrez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Police Chief Paul Espinosa led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

City Manager Bobadilla pulled Item No. 16 from the agenda; the item will be discussed at a future meeting.

CEREMONIAL/PRESENTATIONS

DRAFT

5. BREAST CANCER AWARENESS MONTH
Presented by Mayor Cobos-Cawthorne.

6. BULLYING PREVENTION MONTH
Presented by Mayor Cobos-Cawthorne.

7. DOMESTIC VIOLENCE AWARENESS MONTH
Presented by Mayor Cobos-Cawthorne.

8. DOWN SYNDROME AWARENESS MONTH
Presented by Mayor Cobos-Cawthorne.

9. CITIZEN OF THE MONTH - GARY MENDIBLES
Presented by Mayor Cobos-Cawthorne; City Manager Bobadilla also said a few words regarding Mr. Mendibles, stating that he is the ultimate public servant and an incredible person with an amazing heart. Mr. Bobadilla was delighted to

recognize Mr. Mendibles for his service to the City and Staff.

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged three (3) member(s) of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk's Office acknowledged two (2) written public comments submitted to the City's public comment email address, including three (3) written comments submitted after the deadline; said comments are on file at the City Clerk's office. Two speakers (Irene Lamb and Rosemary Torres) withdrew their request to speak.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director Sosnowski provided the City Council with an overview of upcoming City events and invited the community to the following: Heritage Festival; second annual 1k, 5k, 10k; Haunted Halloween Train Ride and Carnival; Dia De Los Muertos event; Farmer's Market; Fire Department's Red Cross Sound the Alarm event; State of the City event; and the Coyote Information meeting with the San Gabriel Valley Council of Government.

City Manager Bobadilla made a statement regarding the City of Montebello's fiscal ranking per the State of California's Audit clarifying that the City has had financial problems dating back to 2011 and over the past three years, City Staff has made efforts to correct those problems.City Manager Bobadilla invited the City's financial advisor, Michael Busch, President/CEO of UFI (Urban Futures Incorporated), to provide the City Council with a briefing related to his review on the State Audit report and reassured the Council that the City of Montebello has not had a negative fund balance for many years and that the State's approach is misguided. Councilmember Melendez expressed his concern regarding how the state issued a report without working with the City; Councilmember Peralta stated that the State's report is not to be taken lightly and should fall on the City Council; Councilmember Torres stated that the State's report shouldn't be disregarded; Mayor Pro Tem Jimenez echoed Councilmember Melendez' comments. Mayor Cobos-Cawthorne stated that she spoke with a state representative and was told that the rating is not reflected on the City's current financial status but prior years.

PUBLIC HEARING

None.

OLD BUSINESS

None.

REGULAR BUSINESS

10. REVIEW THE PROPOSED CITY'S PERMANENT LOCAL HOUSING ALLOCATION PROGRAM FORMULA FUNDING PLAN

It is recommended that the City Council:

1) Review and provide input on the Proposed City's Permanent Local Housing Allocation Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and

DRAFT

2) The Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution will be heard at the City's Council Meeting on October 26, 2022; and

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

Fire Chief Paleaz and Deputy Director Angelica Palmeros presented the Staff Report to the City Council and were available to answer any questions. City Manager Bobadilla further clarified that this particular funding has been available since 2019 but the City was unable to withdraw from the funds due to not having an approved Housing Element.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez to receive and file the item. Councilmember Torres presented a Substitute motion to receive and file the presentation but also upload pages 46-48 on the City's website, seconded by Councilmember Peralta. City Manager Bobadilla confirmed that Staff would upload the requested information as requested; therefore, Councilmember Torres withdrew his motion. A vote was taken on the original motion; the motion was passed unanimously. Councilmember Torres asked for clarification on the priorities, funding, and allocations of the program; clarification was provided by Deputy Director Palmeros.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

Councilmember Peralta and Councilmember Torres both pulled Item No's. 13 and 15. Councilmember Peralta motioned, seconded by Councilmember Melendez, that Item No's. 11, 12, 14, and 17-24 be approved; the motion passed unanimously.

11. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-3) FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES

It is recommended that the City Council:

1) Approve issuing an Employee Benefits Insurance Broker Services Request for Proposal, No. 23- 3 (RFP No. 23-3); and

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

Approved unanimously.

12. APPROVAL OF A SOLE-SOURCE, PROFESSIONAL SERVICES AGREEMENT NO. 4031, WITH GOVERNMENTJOBS, INC., DBA NEOGOV, FOR ADD-ON PERFORM SOFTWARE SUBSCRIPTION AND SETUP SERVICES

It is recommended that the City Council:

1) Approve a Sole-Source, Professional Services Agreement, No. 4031, with Governmentjobs, Inc., dba NEOGOV (NEOGOV), for add-on Perform software subscription and setup services; and

2) Authorize the City Manager and/or his designee to execute an agreement on behalf of the City of Montebello (City); and

3) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $16,083 in Account No. 100-25-250-6040.95 (General Fund, Human Resources, Contract Services – Professional Services); and

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

Approved unanimously.

DRAFT

13. AWARD OF CONSTRUCTION CONTRACT - MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT, PHASE 1 (CP NO. 894-1)

It is recommended that the City Council:

1) Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 1 (CP No. 894-1) in the amount of $5,094,000 to Los Angeles Engineering, Inc.; and

2) Authorize the Director of Public Works to review and approve change orders within a 10% contingency of the contract amount; and

3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and

4) Award Task Order No. 4 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Construction Management and Inspection Services for the project for a not-to-exceed-fee of $1,283,543; and

5) Approve a reimbursement payment to Trend Sports, LLC in the amount of $494,705 for conceptual pre-design project development costs; and

6) Approve the Total Project Budget (Attachment A); and

7) Approve the Notice of Exemption (Attachment D) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and

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

Councilmember Peralta and Torres both pulled this item for discussion. Councilmember Prealts expressed her opposition to using Covid relief funds for this item and asked for support to direct Staff to find a way to fill the gap or alternatives to the project that will decrease the gap that needs to be filled and table the item for consideration at a future meeting. Councilmember Torres also expressed his opposition to using Covid relief funds for this project and supported Councilmember Peralta's suggestion. Mayor Cobos-Cawthorne stated that on September 1, 2021 the City Council voted unanimously on the allocation of ARPA funds.

Councilmember Melendez motioned to approve the item as recommended by Staff, but Councilmember Torres stated that Councilmember Peralta had previously made a motion; therefore, Councilmember Melendez' motion did not receive a second.

Councilmember Peralta clarified that she had not made a motion, but then made a motion to direct Staff to find a way to fill the gap or alternatives to the project that will decrease the gap that needs to be filled and table the item for consideration at a future meeting; the motion was seconded by Councilmember Torres.

Councilmember Melendez rescinded his original motion and made a Substitute motion to approve the item as recommended by Staff; the motion was seconded by Mayor Pro Tem Jimenez. City Manager Bobadilla asked for clarification if the motion was to approve the item as is; Councilmember Melendez confirmed that was correct. The item was approved by the following vote:

MOVED: Melendez	**SECONDED: Jimenez**	**APPROVED: 3-2-0-0**
AYES: Melendez, Jimenez, Cobos-Cawthorne		
NOES: Peralta, Torres		
ABSTAIN: None		
ABSENT: None		

DRAFT

14. APPROVAL OF CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT WITH DOUG MARTIN CONTRACTING COMPANY, INC. - ANNUAL SLURRY SEAL PROJECT FISCAL YEAR 2022-23 (C.P. NO. 892)

It is recommended that the City Council:

1) Find that the requested "Changes in Work" for the project (Attachment A) have no significant effect on the environment and approve Change Order No. 1 in the aggregate amount of $300,000, increasing the total contract amount with Doug Martin Contracting Company, Inc. to $699,920; and

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

Approved unanimously.

15. AMEND THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET BY INCREASING APPROPRIATIONS IN VARIOUS ACCOUNTS

It is recommended that the City Council:

1) Amend the adopted Fiscal Year 2022-23 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts as detailed in Attachment A; and

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

Councilmember Peralta and Torres both pulled this item for discussion. Councilmember Peralta asked for clarification and/or more information to better understand the increase in appropriations for this item. Director Solorza presented the Staff Report and was available to answer any questions. Director Solorza provided clarification and stated that this item would take the prior budgets, from previously approved projects, and rebudget the money that was needed. Approval of this item would take previously approved projects from prior budgets and rebudget the money that was needed in prior years in the current year to provide a more accurate budget for the Public Works Department in order to know how much they have to work with on current projects. Furthermore, Councilmember Peralta requested a more detailed description of the Capital Improvement Projects. Councilmember Torres asked for clarification on the status of projects; Director Enriquez stated that all projects are on-going/active projects. Councilmember Melendez asked if there was an urgency to approve this item; City Manager Bobadilla stated that these are projects that have already been approved by the City Council and would work on providing more details.

It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez that the item be approved as recommended by Staff. The motion was approved by the following vote:

MOVED: Jimenez	**SECONDED: Melendez**	**APPROVED: 3-1-1-0**
AYES: Melendez, Jimenez, Cobos-Cawthorne		
NOES: Torres		
ABSTAIN: Peralta		
ABSENT: None		

16. AUTHORIZE DISPOSITION OF SURPLUS GOLF CARTS AND EQUIPMENT

It is recommended that the City Council:

1) Authorize Recreation and Community Services Department staff to sell, auction, donate, dispose of, or transfer golf carts and equipment per the established Capital Asset Policy, No. VI-C-3; and

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

DRAFT

City Manager Bobadilla pulled Item No. 16 from the agenda; the item will be discussed at a future meeting.

17. APPROVAL OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FUNDS

It is recommended that the City Council:

1) Approve the use of grant funding awarded to the Montebello Police Department by the California Office of Traffic and Safety (OTS) through the Selective Traffic Enforcement Program (STEP), Grant number PT23048, in the amount of $122,000; and

2) Amend the Fiscal Year 2022-23 budget and increase expense appropriations by $122,000 in grant Account No. 265-8013-800-5010.10, 6010.40 and 6020, Grants, OTS-STEP Grant, (Overtime, Machinery ad Equipment and Travel and Meetings); and by $122,000 in revenue Account No. 265-99-4198.97 (Grants, Miscellaneous Grants – OTS Grants); and

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

Approved unanimously.

18. APPROVAL TO SUBMIT GRANT APPLICATION TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS HOUSING LINKAGE WORKING GROUP

It is recommended that the City Council:

1) Approve submission of the grant application to the San Gabriel Valley Council of Governments Housing Linkage Working Group; and

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

Approved unanimously.

19. APPROVE MEMORANDUM OF AGREEMENT NO. 22-23 BETWEEN THE CITY OF MONTEBELLO AND LOS ANGELES COUNTY TO FUND OPERATION STAY SAFE WITH THE CITIES AND COUNCILS OF GOVERNMENTS INTERIM HOUSING SERVICES FUND AND AMEND THE FISCAL YEAR 22-23 BUDGET TO APPROPRIATE FUNDS

It is recommended that the City Council:

1) Authorize the City Manager to execute a Memorandum of Agreement between the City of Montebello and Los Angeles County to receive $876,000 in funding from the Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund for the operation of Operation Stay Safe interim housing project; and,

2) Amend the Fiscal Year 2022-23 budget by increasing appropriations by $876,000 in expenditure Account No. 266-85-858-6040.10 (Interim Housing Services, Fire, Interim Housing Services , Other Contract Services) and $876,000 in revenue Account No. 266-99-4198.30 (Interim Housing Services, Misellaneous Grants - Interim Housing Services); and

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

Approved unanimously.

20. AMEND THE TRANSPORTATION DEPARTMENT CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2022-23

It is recommended that the City Council:

DRAFT

1) Adopt the Transportation Department Capital Improvement Program (CIP) budget for Fiscal Year 2022-23, for a total amount of $10,550,644; and

2) Authorize Staff to amend the adopted FY 2022-23 budget to include appropriations in the various accounts as detailed in Attachment "A", "Transportation Capital Improvement Program;" and

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

Approved unanimously.

21. APPROVE PURCHASE AND/OR LEASE OF FLEET VEHICLES FOR POLICE, FIRE, PUBLIC WORKS, PARKS AND RECREATION AND TRANSIT DEPARTMENTS

It is recommended that the City Council:

1) Approve the lease/purchase of twenty-one (21) vehicles and necessary equipment and installation services in the amount of $1,438,092; and

2) Authorize the City Manager to approve up to an additional ten (10) percent of the estimated total purchase price ($143,809), if needed, to account for uncertain market factors affecting the final price; and

3) Take any additional actions necessary to effectuate the procurement of the vehicles.

Approved unanimously.

22. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-83 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 12, 2022

It is recommended that the City Council:

1) Adopt Resolution No. 22-83 approving the Warrant Register dated OCTOBER 12, 2022.

Approved unanimously.

23. APPROVAL OF MINUTES – JUNE 15, 2022 CITY COUNCIL SPECIAL MEETING; JUNE 22, 2022 CITY COUNCIL MEETING; AUGUST 1, 2022 CITY COUNCIL SPECIAL MEETING; AND AUGUST 10, 2022 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING

It is recommended that the City Council:

1) Approve said minutes as written.

Approved unanimously.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

No Council Orals.

- **Kimberly A. Cobos-Cawthorne, Mayor**

DRAFT

- **Angie M. Jimenez, Mayor Pro Tem**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Councilmember**

- **Salvador Melendez, Councilmember**

DRAFT

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 26, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, October 9, 2022 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez, to adjourn the meeting at 8:14 p.m.

THE MINUTES OF OCTOBER 12, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

CLOSED SESSION COMMENTS

Padilla, Angelina

From: Margot Eiser <mde4peace@gmail.com>
Sent: Wednesday, October 12, 2022 12:52 PM
To: comment, ccpublic
Subject: [External Email] Public Comments Re: City Council and Public Financing Authority Joint Regular Meeting 10/12/2022

Follow Up Flag: Follow up
Flag Status: Flagged

To: City Council who represent me and others.
From: Margot Eiser, citizen, person, resident, tax payer, voter.

Re: Closed session item 3 and Regular session items 13, 16 and 17. Since I cannot attend in person, please read aloud the complete message during Public Comments before the closed session. of the meeting:

Good evening. Instead of Item 3 closed session and Items 13, 16 and 17, regular session, WE the, the citizens, people, residents, tax payers, voters request that you work with US to IMMEDIATELY implement the more comprehensive and cost effective alternative plan presented by Mr. Landeros. This plan will benefit our entire community by providing more recreation and park space for us and by attracting many, many, many more GOLFERS to come here who will PAY to play on our world famous 18 hole championship PUBLIC GOLF COURSE which will benefit of all of us now and people in the future!!!!

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

AGENDA & NON-AGENDA SPEAKER CARDS

IRENE LAMB

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ (7) **AGENDA ITEM NO.** _____

Meeting Date: 10/12/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Irene Lamb **PHONE:** 323 823-1280 (Optional)

ADDRESS: 401 Hibiscus St (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** general comment - red curb

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO Request No. 2

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: LEVAN PROTSERO **PHONE:** _____ (Optional)

ADDRESS: 845 So 4th St montebello, fentanyl factory 849 (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** (drugs in District 5)

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 10/12/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** 626-413-8598 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: ROSEMARY TORRES **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: TILA GREGORIAN **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

AGENDA & NON-AGENDA COMMENTS

Padilla, Angelina

From: Flores, Dystanie <Dystanie.Flores@insurance.ca.gov>
Sent: Wednesday, September 28, 2022 10:19 PM
To: comment, ccpublic
Subject: [External Email] Wednesday, October 12th Council Meeting - Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

My name is Dystanie Flores with the California Department of Insurance, Community Relations and Outreach Branch.

I want to share two programs that I think would benefit the City of Montebello and its residents.

The first is the California's Low Cost Automobile Insurance program which was established by the Legislature in 1999 as a state-sponsored program that requires insurance companies to offer affordable liability auto insurance to licensed drivers that meet certain requirements.

To be eligible for this program, consumers must:
- Have a valid California driver's license
- Own a vehicle valued at $25,000 or less
- Meet income eligibility guidelines
- Be at least 16 years of age
- Have a Good Driving Record

The annual premiums in California vary by county – in Los Angeles County, you can get insurance for as low as $483 per year.
If you want to see if you qualify and locate a certified agent in your local area, visit mylowcostauto.com or call 866-602-8861.

The second program I wanted to share is our Senior Gateway portal which is a one stop shop for seniors and their caregivers. It is a partnership between many state agencies with everything in one spot. You will find information on topics such as avoiding and reporting abuse and neglect; preventing fraud; health care information; your rights and other resources. That website is seniors.ca.gov

And then just wanted to leave you today with our toll free number and website if you any insurance related questions or problems, insurance.ca.gov or call us at 800-927-4357.

Thank you!

Dystanie Flores, Outreach Analyst
Community Relations & Outreach Branch
California Department of Insurance
300 South Spring Street, South Tower
Los Angeles, CA 90013
Dystanie.Flores@insurance.ca.gov
Cell: (213) 220-7748

Due to Governor Newsom's Executive Order N-33-20, COVID-19 and the preservation of public health and safety throughout the entire State of California, I will be teleworking from home to maintain the continuity of operations until further notice. Please contact me directly to my email and/or my phone number, both listed above.

_____

CONFIDENTIALITY NOTICE: This communication may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

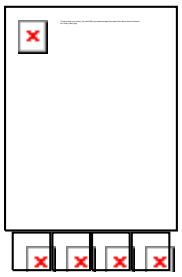
Padilla, Angelina

From: Fiona Reimers <FReimers@library.lacounty.gov>
Sent: Friday, September 30, 2022 11:46 AM
To: comment, ccpublic
Subject: [External Email] Public Comment for 10/12/22 Regular City Council Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Chet Holifield Library would like to welcome children ages two to five and their caregivers for a special Día de los Muertos storytime on Tuesday, October 25 at four p.m. There will be stories, songs, and movement. Please register on our website as space is limited. We can't wait to see you for our first storytime in more than two years.

Thank you,



FIONA REIMERS
COMMUNITY LIBRARY MANAGER
LA County Library | Chet Holifield Library
1060 S Greenwood Ave, Montebello, CA 90640
P: 323.728.0421
E: freimers@library.lacounty.gov
LACountyLibrary.org

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

COMMENTS RECEIVED AT COUNCIL MEETING

From: maralva0406@gmail.com,
To:
Date: Wed, Oct 12, 2022 2:32 am

Good evening;
Mayor, City Council, and Directors;

I have lived in Montebello for over 35 years and never have I seen such vicious acts as what is going on now during elections. My neighbors and myself are being harassed because of the person we are supporting. One neighbor had 4 people come to his door on consecutive days. Finally, he told them he was going to press charges against them with the Police Department.

What these morons should be asking themselves is why do those with criminal pasts want control of the votes?

Is it because of the bribes they are getting?

Councilwoman Peralta said she'd prove how much she paid as a down payment for her $662,500.00 Condo. Ms. Peralta lied she put zero down and was given credit for the amount she paid over the owner's price. It's a fancy way to appear to make a down payment. To qualify you'd need to have an income of $200,000.00 per year. Mortgage fraud is a Federal Offense and the IRS will require you to prove the income you lied to qualify for the loan, then once it's proven you'll face penalties, fines, and interest.

Now, why were both Peralta and Torres promising the City Manager of the City of El Monte, once they get control of the votes they will fire the current City Manager Bobadilla and hire her?

Is that even legal, not that either care about the law?

Why don't you both do the job you were elected to do and stop with the drama and acting unprofessional?

We the residents are disgusted with the disrespect you continually show colleagues, staff, and residents.

Thank you,
Martha Alvarez

Gmail **Martin Arcos <1965mararcos@gmail.com>**

(no subject)

2 messages

Martin Arcos <1965mararcos@gmail.com>
To: ccpublicomment@cityofmontebello.com

Good evening Mayor and Council;

I would like to address something I heard during the last meeting which I found very disturbing. Would you Madame Mayor ask Councilman Torres if it is true he did not follow legal steps to apply for a building permit?

My Uncle had to pay $5,000.00 and waited over a month to get approval. If this is true why was Torres allowed to by step the laws we residents must follow?

Also, I do not agree with the comments by Torres we are not real residents. I am not providing my phone number because Mr. Torres called my friend Carlos and spoke to him.

My friend was very upset his phone number was given without his permission. Mr. Torres continued to try and argue about the comments my friend wrote about, to the point Mr.Torres was told to never contact Carlos again.

Yet Mr. Torres continued to text him I was shown screenshots of Mr. Torres's comments. The last answer Carlos said to him was stop harassing me, it's my first amendment right. I will file a complaint if you don't stop bothering me.

Please do not allow Mr. Torres to take away our rights to be heard.

Sincerely, Martin Arcos

Gmail **Anna Estrada <annaestrada741@gmail.com>**

Safety

2 messages

Anna Estrada <annaestrada741@gmail.com>
To: ccpubliccomment@citymontebello.com

Good evening Council and Mayor;
This is Domestic Violence Awareness Month and that man Will Cevera poses a danger to every person attending City Council meetings. He can fool a lot of people but I had a friend in Law enforcement read his case and I was told to be very careful around him. The report states he has a "Borderline Personality Disorder" which means he's a Psychopath and can true violent in a flash.
How people can believe him is unreal, there were 3 eyewitnesses plus the teenage victim he left lifeless for dead.
Yet he posted about the dangers of Roundup being sprayed at the golf course. Well, I'd rather take my chances with Roundup spray than Cevera a convicted felon.
Please make sure the Council room has enough security, I believe Cevera is a danger to us all.

Thank you,
Anna Estrada

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 26, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

DRAFT

OPENING CEREMONIES

CALL TO ORDER

Mayor Cobos-Cawthorne called the meeting to order at 5:05 p.m.

ROLL CALL

Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta, Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and City Treasurer Gutierrez were also present.

City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

There were no Closed Session public comments or speaker cards submitted.

CLOSED SESSION 5:00 P.M.

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

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:06 p.m. to consider the following closed session items:

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

2. 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: Topgolf
Under Negotiation: Price and Terms

REGULAR SESSION NO LATER THAN 6:00 P.M.

DRAFT

CLOSED SESSION REPORT

Mayor Cobos-Cawthorne reconvened the meeting at 6:08 p.m. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: a briefing was provided on Item No. 1, no action taken and nothing to report; a briefing was provided on Item No. 2, no action taken and nothing to report. It was noted that Item No. 2 is related to Item No's. 8 and 9, which will be pulled from the agenda.

INVOCATION

Sozenji Buddhist Temple led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Muay Thai winners led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA CITY MANAGER

City Manager, René Bobadilla, announced that Item Nos. 8 and 9 would be pulled and discussed at a future meeting.

CEREMONIAL/PRESENTATIONS

3. RECOGNITION OF MUAY THAI TOURNAMENT WINNERS
Presented by Mayor Cobos-Cawthorne.

4. RECOGNITION OF SOZENJI BUDDHIST TEMPLE'S 50TH ANNIVERSARY

Presented by Mayor Cobos-Cawthorne.

5. BIKE MASTER PLAN/ BIKE RACK INVENTORY PRESENTATION

Presented by Planning Manager, Monica Mercado-Rodriguez, and Director of Public Works, James Enriquez.

Councilmember Peralta asked staff to explain the bike plan implementation, to identify stakeholders, and funding sources. She further asked when the General Plan would be completed.

Planning Manager Mercado-Rogriguez stated that implementation would be in conjunction with the General Plan.

City Manager Bobadilla stated that the General Plan would be completed early next year for Council adoption and would take 6-8 months.

Councilmember Peralta asked if bike racks would be installed at City Hall. City Manager Bobadilla informed Council that they would be able to make the recommendation at the time of adoption.

Councilmember Torres did not understand the various suggestions in the plan; therefore, it was difficult for him to comment on this item.

Councilmember Melendez asked if the plan included alternatives and solutions to narrow streets with high traffic; Director Enriquez addressed his concerns.

Mayor Pro Tem Jimenez thanked the team for progressing the project.

Mayor Cobos-Cawthorne thanked the staff for the preliminary presentation and for a more thorough staff report.

DRAFT

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

The City Clerk's Office acknowledged eleven (11) speaker card(s) and eight (8) written public comment(s) submitted to the City's public comment email address. Said speaker card(s) and comment(s) are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Recreation and Community Services, David Sosnowski, provided the City Council with an update on the upcoming special events. The events included the Farmer's Market, Halloween Fest, Dia De Los Muertos Celebration, Veterans Day Event, and the Winter Wonderland and Tree Lighting Ceremony.

PUBLIC HEARING

6. FIRST READING AND INTRODUCTION OF ORDINANCE NO'S. 2454, 2455, AND 2456 APPROVING DEVELOPMENT AGREEMENTS (DA02-22, 03-22, AND 04-22) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC FOR PROPERTY AT 1720 S. BLUFF ROAD, 1633 WASHINGTON

BOULEVARD, AND 1915 W. WHITTIER BOULEVARD

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2454 approving a Development Agreement (DA 02-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment A), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
2. Introduce and waive first reading of Ordinance No. 2455 approving a Development Agreement (DA 03-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
3. Introduce and waive first reading of Ordinance No. 2456 approving a Development Agreement (DA 04-22) by and between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1915 W. Whittier Blvd. (Attachment C), and find the project is exempt pursuant to Sections 15061(b)(3) ("Common Sense Exemption") and 15303 ("New Construction or Conversion of Small Structures") of the CEQA Guidelines; and
4. Take such additional and/or related action that may be desirable.

Director of Planning and Community Development, Joseph Palombi, provided the City Council with a presentation regarding three separate Development Agreements. Approving the agreements would allow the relocation of five existing dual-faced static outdoor advertising signs with five new digital outdoor advertising signs. Furthermore, he explained the fees associated and the benefits of the new signs. Director Palombi was available for any questions.

Councilmember Torres asked Director Palombi to address the written comment that was submitted; Director Palombi clarified the concerns addressed in the comment. Furthermore, Councilmember Torres asked clarifying questions regarding the illumination of the signs. Director Palombi explained that if there were any lighting issues with the new digital signs staff would have the ability to dim the lights; additionally, the lights dim automatically during the day and night. Layne Lawson, Vice President of Public Affairs for Clear Channel Outdoor, further clarified how the external lighting is measured and was available to answer any questions.

The Public Hearing opened at 7:53 p.m. The record should reflect that there were no in-person comments submitted. One written comment was submitted through the City's public comment email address. Said comment is on file at the City Clerk's office.

The Public Hearing was closed at 7:53 p.m.

Councilmember Torres cited Municipal Code 17.62.105 regarding the construction of a new digital display sign and asked Director Palombi to clarify the code. Director Palombi clarified the Municipal Code and stated that the code allows new digital signs per Section 17.62.105 B (C)(2). Councilmember Torres requested clarification of the term; City Manager Bobadilla stated that there was a 20-year exit.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council approve the item; Motion passed unanimously.

7. ADOPT RESOLUTION NO. 22-88 TO APPROVE SUBMITTAL OF AN APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Conduct Public Hearing and adopt Resolution No. 22-88 approving the submission of the grant application for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and
2. Hold a Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution; and

DRAFT

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

Fire Chief Fernando Pelaez and Deputy Director of Fire, Angelica Palmeros, provided the City Council a presentation about the history and purpose of the Permanent Local Housing Allocation Program, the City's allocation, the timeline, proposed PLHA 5-year plan, proposed PLHA 5-year budget, social media outreach, and feedback update.

Councilmember Peralta thanked Chief Pelaez and Deputy Director Palmeros for taking the City Council's recommendations into consideration.

Councilmember Melendez asked clarifying questions regarding the rental assistance process and qualifications.

Deputy Director Palmeros stated that most referrals are from the Police Department; individuals must be below 60% at risk; they also look for other areas of need such as medical or mental health; and verification that the individual is homeless.

Councilmember Torres commended Staff for the presentation.

The Public Hearing opened at 8:15 p.m. The record should reflect that there were no in-person comments submitted.

The Public Hearing was closed at 8:15 p.m.

Councilmember Peralta motioned to approve the item as recommended by Staff, seconded by Councilmember Peralta; the motion was approved unanimously.

REGULAR BUSINESS

DRAFT

8. AMENDMENT OF AGREEMENTS RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated business entities related to the Golf Course Improvements in substantially the form as presented; and
2. Take such additional, related, action that may be desirable.

This item was pulled by City Manager Bobadilla.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

Councilmember Peralta motioned, seconded by Councilmember Torres that Item No's. 10 and 11 be approved; the motion passed unanimously.

9. ADOPT RESOLUTION NO. 22-84 APPROVING PLANS AND SPECIFICATIONS FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO; APPROVING A CONTRACT WITH MCCARTHY BUILDING COMPANIES FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

RECOMMENDATION: It is recommended that the City Council:

1. Approve final plans and specifications for the Montebello Driving Range Project – Topgolf Montebello ("Project") prepared by Aria Group Architects, Inc.; and
2. Approve the waiver of competitive bidding and find that McCarthy Building Companies is the only available and qualified contractor to provide the professional and construction services required to develop the Project; and
3. Approve and award a Guaranteed Maximum Price (GMP) Construction Contract to McCarthy Building Companies for construction and construction management services for the Project; and
4. Approve a Notice of Exemption for the subject project and authorize the City Clerk to file the Notice of Exemption with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to make necessary non-monetary changes to the Construction Contract within the Guaranteed Maximum Price (not-to-exceed the net proceeds of the bonds) before execution; and
6. Authorize the City Manager to execute the Construction Contract in a form approved by the City Attorney; and
7. Take any other additional actions necessary.

This item was pulled by City Manager Bobadilla.

10. ADOPT RESOLUTION NO. 22-87 FOR AN AWARD FROM THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FIRE PREVENTION GRANTS PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution NO. 22-87 for an award from the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program; and
2. Take such additional, related, action that may be desirable.

Approved unanimously.

11. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-85 APPROVING THE CITY WARRANT REGISTER OF DEMANDS OCTOBER 26, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 22-85 approving the Warrant Register dated October 26, 2022.

Approved unanimously.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

No Council Orals.

- **Kimberly A. Cobos-Cawthorne, Mayor**

DRAFT

- **Angie M. Jimenez, Mayor Pro Tem**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Councilmember**

- **Salvador Melendez, Councilmember**

DRAFT

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 16, 2022 at 5:00 p.m.** which can be live streamed at www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, October 23, 2022 5:00 p.m.**

Alicia Fernandez, Senior Deputy City Clerk

Mayor Cobos-Cawthorne adjourned in memory of Lions Club Member Jerry Banuelos. Councilmember Peralta motioned, seconded by Councilmember Melendez to adjourn the meeting at 8:19 p.m.

Mayor Cobos-Cawthorne announced that the regular meeting scheduled for November 9, 2022, has been changed to November 16, 2022.

THE MINUTES OF OCTOBER 26, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 16TH DAY OF NOVEMBER 2022.

AGENDA & NON-AGENDA COMMENTS

From: Alix Alcazar
To: comment, ccpublic
Subject: [External Email] Anonymous Comment
Date: Wednesday, October 19, 2022 12:21:08 PM

Please redact identifying information (email)

Montebello Leadership:

I am submitting this comment to ask you for inclusion of a rent control measure initiative on your 5 year plan.

I am a current resident and I went to MHS. I am happy to see many changes to attract outside customers; however, I am afraid that the projects funded by current residents will be enjoyed by new residents who can afford paying rent. In the future, I don't know if I'll be able to afford living here or will lose my housing.

Moreover, the current line items in your plan looked like a temporary solution rather than long-term. What happens when the funds are depleted? To protect current residents who love the city, please create an initiative for rent control. I hope this falls under the allowed items for this type of funding.If not, maybe is something to further discuss in other meetings.

Also, please share the email address to submit comments in your social media post.

Thank you.

-Montebello Resident

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Fernandez, Alicia

From: Robert Heredia <rhcagop@protonmail.com>
Sent: Wednesday, October 19, 2022 1:26 PM
To: comment, ccpublic
Subject: [External Email] Voter integrity

Follow Up Flag: Follow up
Flag Status: Flagged

To city of Montebello,

My name is Robert Heredia, I am new to Montebello. I am writing you due to my great concern about voter integrity.

We are having a issue across the nation with ballot harvesters. I spoke with a kind woman at the Montebello City Clerk Office and she stated that our ballot drop boxes do not have stand in security workers or cctv cameras. No security opens our city to ballot harvesters. Currently their are 4 open investigations regarding this very issue across the nation.

What is the City of Montebello doing to ensure this kind of thing isn't happening in our town?

To make matters worse LA County District attorney George Gascon is investigating a case were CEO of a voting software company called Konnech was arrested in Michigan for anchoring poll worker data, drop box GPS locations and access to the voting systems on a server in China. This company contracted with several counties across the United States. Sadly, LA county is one of these counties that has this kind of relationship. (Hence why LA DA George Gascon is now involved).

To make matters even worse…CEO of Konnech "Eugene Yu" has contracted with private contractors in China giving them full administrative access to our voting systems. This is a matter of national security at this point. Out voting turnouts are being manipulated.

What is the city of Montebello doing to contribute to end of voter fraud?

I'd appreciate your professional and kind reply. My suggestion is that we install cameras by the drop boxes. During early voting and up to final day before elections…we film. Also, we could ask for volunteers from the community of Montebello to stand and guard the drop boxes to deter ballot harvesters.

I also suggest that city of Montebello publishes the causes for a felony regarding this subject on the website. (Home page in bold red font). This way, should any individual thinking to commit this kind of fraud will think twice. I also suggest sending a mailer to all Montebello residents (maybe a postcard) showing the rules for voting and mail in ballot voting which could also include the causes for arrest and a felony plus fines. ($$$).

I also suggest bringing in the sheriffs department and organizing a relationship with them on this to ensure the safety of all the city workers and residents of Montebello during these times of grace concern and question regarding our elections.

Voter integrity is everyone's problem. Our public officials/representatives are elected by the people not by non-government organizations. Thank you for reading my email, I look forward to your reply.

Robert Heredia

Sent from Proton Mail for iOS

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Fernandez, Alicia

From: huffym <huffym@aol.com>
Sent: Tuesday, October 25, 2022 1:00 PM
To: comment, ccpublic
Subject: [External Email] Hotel Management Agreement

Follow Up Flag: Follow up
Flag Status: Completed

Since I am a resident of Montebello I have a concern as to why our City Manager would want to extend the management of our City owned hotels at the Quiet Canon for an agreement of 30 long years!

What is the reasoning behind this thinking? This cannot be good for our City. Why not negotiate for a shorter time period or let other operators provide bids and perhaps, at a lower cost for a shorter time.

Another point I would like to voice is that legal agreement documents should be presented to all interested residents. Shouldn't these docs be attached to the council agenda packet?

The council needs to be transparent in every move they make for the city of Montebello. Residents need to know what our elected officials are voting on for Montebello. As a resident I will be watching as will my fellow neighbors.

Thank you.

J. Huffines

Sent from my Galaxy

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Fernandez, Alicia

From: Veronica Cabrera <veronicabrera79@gmail.com>
Sent: Tuesday, October 25, 2022 5:15 PM
To: comment, ccpublic
Subject: [External Email] PLHA section of agenda

Follow Up Flag: Follow up
Flag Status: Completed

Hello mayor, council members, staff and community members.
I am writing in to support the the Permanent Local Housing Allocation (PLHA). Thank you to our leaders and staff for your attention to this need in our community. I am a lifetime resident of Montebello, Licensed Clinical Social Worker and community housing expert. I would like to ask that you consider bringing community out with more creative ways then just the public hearings identified on this draft. Maybe Montebello can host a housing/ resource fair where community can get information on this PLHA and resources in Montebello and neighboring communities. I also highly encourage and request you all to include an oversight committee where you can invite community stakeholders such as residents to be involved in this process. I hope you all consider the importance of community oversight and accountability in our work for equity in our community. Thank you for your time.

Veronica Rodriguez-Cabrera

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Fernandez, Alicia

From: Randy Rodriguez <rrodr3@hotmail.com>
Sent: Tuesday, October 25, 2022 5:37 PM
To: comment, ccpublic
Subject: [External Email] City of MTB and Quiet Cannon Management

Follow Up Flag: Follow up
Flag Status: Completed

The City of Montebello should not extend the hotel management agreement with Quiet Cannon Management for city owned hotels for 30 yrs. This isn't a good financial/legal decision. The city should negotiate for a shorter term or go with another operator. Plus the legal agreements weren't attached to the council agenda packet. The public should be able to see these documents before council votes on this long term agreement.

Randy Rodriguez
MTB Resident 30 years

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Fernandez, Alicia

From: Yvette Fimbres <yvette.fimbres@yahoo.com>
Sent: Tuesday, October 25, 2022 9:40 PM
To: comment, ccpublic
Subject: [External Email] Public Comment for Wednesday, October 26, 2022 Council Meeting - Item 8 on the agenda

Follow Up Flag: Follow up
Flag Status: Completed

Good evening Councilmembers,

I write this email in my personal capacity as a constituent and 1st amendment right. This evening the City Manager has placed on the agenda Item 8 to extend the current hotel management agreements between the QCM affiliated parties and the City for a period of thirty years. How come the contract was not posted for us residents to review and provide input? I believe it to be foolish to award and extend anyone a contract for thirty years. The contract is not due to expire until 2032/2033. Why is there a need to place on tonight's agenda to extend the contract for another 30 years? What has been the financial performance of the hotels since 2017? Why is the City not placing this contract for bid? Why are we paying $1.3 million a year to manage the hotels that make the City no money? The residents of Montebello want answers. We want to transparency. Bottomline, that item proposal is asinine! Tonight, we will all be watching to hear the votes made on this item. I encourage you all to vote No.

Thank you.

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From:	Alex Nejapa
To:	comment, ccpublic
Cc:	Cobos-Cawthorne, Kimberly Ann; Jimenez, Angie; Melendez, Salvador; Peralta, Scarlet; Torres, David
Subject:	[External Email] Agenda #6 Digital Display Signs
Date:	Wednesday, October 26, 2022 1:56:57 PM

Honorable Mayor and City Council Members:

Tonight you will decide whether to approve 3 digital display signs within the city. The agenda suggests
that the signs fully comply with MMC 17.62.105 requirements but they do not.

The agenda fails to mention that digital signs MUST BE located within the Digital Display Sign Corridors.
The Sign Corridor is defined as: within 200 feet of the I-5 Freeway and 600 feet of the 60 Freeway. Also,
digital signs are not permitted within 200 feet of residentially zoned property.

None of the digital signs in this agenda are located within the freeway corridor. One of the signs is
next to a residential zone to the West, North and South.

The agenda misdirects the Council by ignoring the code and veering off into General Plan goals and the
$50,000 the city will receive in annual revenues; both of which have nothing to do with the freeway corridor requirement.

The ordinance is misleading in that it asks Council to determine that these non-compliant digital signs are in the
best interest of the residents. Then, buried in the ordinance, is a misuse of the city's POLICE POWERS.

POLICE POWERS, as described by the Institute for Local Government, are used for the **protection** of
public health, safety or welfare.

The ordinance says adopting these Agreements requires the exercise of the city's POLICE POWERS. Here,
the POLICE POWER in not for the protection of public health, safety or welfare, but to ignore and override
city law regarding the freeway corridor requirement.

The Planning Commission likely did not know of these requirements as well and may have

recommended their approval under false pretenses.

In summary, this agenda fails the public trust in two ways. First, it fails to inform the Council that signs
MUST BE within the freeway corridor in order to be approved; second, buried in the ordinance it asks Council to exercise the
city's POLICE POWER as the mechanism to override city law and approve the Agreements.

There were so many opportunities in this process for staff to be forthcoming.

The Council is responsible to be a steward of the public trust. The Council should not resort to POLICE
POWERS to violate city law. Upholding the city's laws, the public interest and the public trust is worth more than
$50,000 a year.

A. Nejapa

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	thomasp@ci.cudahy.wi.us; rrparris@cityoflancaster.ca.org; jparvin@moorparkca.gov; MPulido@bellgardens.org; RPMlawndale@aol.com; mramoso@cityofartesia.us; arios@sogate.org; mlrios@norwalkca.gov; citycouncil@lakewoodcity.org; aromero@cityofbell.org; srubalcava@cityofventura.ca.gov; Mark@wlv.org; tim_sandoval@ci.pomona.ca.us; msantana@lynwood.ca.us; jaysarno@santafesprings.org; VelvethS@RollingHillsEstatesCA.gov; rdschneider0@yahoo.com; cc.segawa@lomitacity.com; nsolanki@cerritos.us; jstark@ci.claremont.ca.us; csternquist@templecity.us; betsy.stix@ojai.ca.gov; jtalamantes@burbankca.gov; stalt@cityofsanmarino.org; ShoTayforArcadia@gmail.com; council@cityofcamarillo.org; stye@diamondbarca.gov; avargas@hawthorneCA.gov; jvcc@bewleylaw.com; dweber@ci.agoura-hills.ca.us; aweintraub@cityofcalabasas.com; lweste@santa-clarita.com; ted.winterer@smgov.net; cityclerk@ci.vernon.ca.us; yyiu@montereypark.ca.gov; john.zaragoza@oxnard.org; senator.allen@senate.ca.gov; Senator.Archuleta@senate.ca.gov; senator.bradford@senate.ca.gov; senator.durazo@senate.ca.gov; senator.gonzalez@senate.ca.gov; senator.hertzberg@senate.ca.gov; senator.kamlager@senate.ca.gov; senator.leyva@senate.ca.gov; senator.limon@senate.ca.gov; Senator.Newman@senate.ca.gov; senator.ochoabogh@senate.ca.gov; senator.portantino@senate.ca.gov; senator.rubio@senate.ca.gov; senator.stern@senate.ca.gov; senator.umberg@senate.ca.gov; senator.wilk@senate.ca.gov; merickson@goventura.org; swiggins@metro.net
Subject:	[External Email] From: Caltrans District 7 - TWO EVENTS (Clean CA Local Grant Program - Workshop on Cycle 2) & (In-Person Career Fair)
Date:	Wednesday, October 26, 2022 12:07:40 PM
Attachments:	image001.png image002.png image003.png image005.png image006.png image007.png image008.png image009.png image010.png image011.png Caltrans D7 In Person Career Fair Nov 9 2022.pdf Caltrans Clean CA Cycle 2 CCLGP Workshop #1 Nov 3 2022.pdf

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To: Legislative, Regional, and Local Elected Officials.
From: Caltrans District 7 (Los Angeles and Ventura counties)

October 26, 2022

Caltrans has two upcoming events that we would like to share with you and your constituents. Please share the attached flyers on your website to promote the following:

1. **Caltrans Clean California Local Grant Program (CCLGP) Workshop on Cycle 2**

   The Clean California Local Grant Program (CCLGP) announces a one-time increase of funding for the program slated to be enacted in the FY 2023-2024 State budget. In anticipation that those funds will be included in next year's budget, Caltrans is preparing a Cycle 2.

   Join us on Thursday, November 3, 2022, from 1 PM to 2:30 PM to learn more about Cycle 2 and our proposed updates to the program guidelines. You can register here.

   We want to streamline and simplify the program for Cycle 2, and we need your feedback on the new guidelines to do it!

In addition to holding the upcoming workshop, we will also be updating our web page with more information on Cycle 2. Stayed tuned for updates to this page in the coming weeks: **https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program**.

We look forward to seeing you at the workshop!

Caltrans contact:
Hammer Sui, PE
Clean California Program Coordinator
Caltrans District 7 Maintenance Division
Email: hammer.sui@dot.ca.gov

2. **<u>CALTRANS D7 – IN PERSON CAREER FAIR – Wednesday, November 9, 2022 (8:30 AM– 11:30 AM)</u>**

Caltrans District 7 is hosting In Person Career Fair on **Wednesday, November 9 (8:30 AM– 11:30 AM).**

Caltrans contact:

Jenna L. Dookun
Employee Engagement Manager
Email: Jenna.Dookun@dot.ca.gov
State of California | Caltrans-District 7

Maria Raptis
Staff Services Manager I
Governmental and Legislative Affairs, Small Business Outreach Program, and Public Records
Caltrans District 7 (Los Angeles and Ventura counties)
Maria.raptis@dot.ca.gov

Submit a Customer Service Request:
https://csr.dot.ca.gov

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Caltrans

CALIFORNIA DEPARTMENT OF TRANSPORTATION

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Medical, Dental, Vision, Paid Sick Leave and Retirement Benefits!

JOIN US AT OUR IN-PERSON CAREER EVENT

11/09/22

DISTRICT 7

8:30AM–11:30AM

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916-227-7858

DOT.CA.GOV

@CALTRANSDIST7 FACEBOOK.COM/CALTRANSD7

CLEAN CALIFORNIA

LOCAL GRANT PROGRAM

FIRST WORKSHOP ON CYCLE 2

WORKSHOP #1
NOVEMBER 3, 2022
1:00 PM - 2:30 PM

REGISTER HERE

Stakeholders are invited to participate in an online workshop about Cycle 2 of the Clean California Local Grant Program and proposed updates to the guidelines.

The Clean California Local Grant Program will be offering a second cycle of funding! The program will continue to provide communities with funding to beautify and improve streets and roads, tribal lands, parks, pathways and transit centers to restore pride in public spaces.

For more information on this program, click HERE.

Join our mailing list HERE

Questions? CleanCA.LocalGrant@dot.ca.gov

CITY OF MONTEBELLO

Request No. 1

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 10/26/22 **Time Received:** 5:05 pm **Date Received:** 10/26/22

SPEAKER'S FULL NAME: LEVAN PROTHERO **PHONE:** 323 621 8525 (Optional)

ADDRESS: 845 So 4th ST. Montebello, Calif. 90640 (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: Drugs on 4th St Montebello (Fentanyl)

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. (2)

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 10-26-2021 **Time Received:** _____ **Date Received:** 10/21/2021

SPEAKER'S FULL NAME: MARGOT EISEN **PHONE:** _____ *(Optional)*

ADDRESS: [redacted] Rule _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comments

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 3

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 10-26-22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Delia Sandoval **PHONE:** _____ (Optional)

ADDRESS: 1245 Bluff Rd. Montebello (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Council Members

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☑ Yes ☐ Language: _____

Received by Staff Christopher **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 10-26 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Bill Paolisso **PHONE:** 3233651959 (Optional)

ADDRESS: 505 Allis DR

ORGANIZATION REPRESENTED: (Optional) Citizen

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Council Voting Record

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 5

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 10/26/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 74

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ and → **AGENDA ITEM NO.** 8

Meeting Date: 10/17/22 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: DAVID SANDOVAL **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 87

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** 5:57pm **Date Received:** _____

SPEAKER'S FULL NAME: ANNA Jurado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 9

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** 5:57PM **Date Received:** _____

SPEAKER'S FULL NAME: ROSA TANAKA **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 109

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** 5:57PM **Date Received:** _____

SPEAKER'S FULL NAME: ROSEMARY TORRES **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☑

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 10

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 10/26/2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Jesse Garcia **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 11

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Meeting Date: 10/20/2022 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Brissa Sotelo-Vargas **PHONE:** 323-377-6091 *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO Request No. 12

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Mrs Torres **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

ITEM # 26

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arnold Glasman, City Attorney
René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **AMENDMENT OF AGREEMENTS RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES**

DATE: November 16, 2022

RECOMMENDATION(S):

It is recommended that the City Council and Public Financing Authority:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated business entities related to the Golf Course Improvements in substantially the form as presented; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is a fiscal impact in Quiet Cannon Management (QCM) permitting Topgolf to control food and beverage service at the Topgolf location only, The annual in-lieu amount would begin at $250,000 annually, with the first payment due upon the commencement date (i.e., the date on which the Topgolf project receives a temporary or final certificate of occupancy). This annual amount would be adjusted at the same time and in the same amount as the "Base Rent" that Topgolf remits to the City as outlined in the previously approved sublease between the City and Topgolf.

BACKGROUND/DISCUSSION:

Since 1974, Quiet Cannon Management (QCM) and their predecessor has been in contract with the City of Montebello to operate the Quiet Cannon banquet and meeting location, club house facility and related properties at the golf course. This contract

included exclusive rights for food and beverage sales and distribution for these various properties. When the Hilton Garden Inn and Home 2 Suites were constructed, QCM's exclusive rights were extended to these two properties.

The City has recently expressed its intent to improve the golf course property to remodel and construct new golf course facilities, a new club house property and Topgolf driving range and entertainment complex, as evidenced by City Council action on September 14 and 28, 2022 approving financing plans for the projects. In order to provide these improvements and recognize the exclusive food and beverage rights of QCM, certain agreements must be entered into between the City and QCM to assist in the development of the improvements, yet preserve the rights of QCM.

The agreements presented to the City Council are necessary to accomplish the objectives of defining QCM's role and rights vis-a-vis the new improvements at the Golf Course property.

ENVIRONMENTAL IMPACT:

Pursuant to the provisions of CEQA Section 15061(b)(3), the project is considered covered by the common sense exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "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." Consideration of the above-referenced agreements by the City Council does not have the potential to degrade the quality of the environment or have a significant effect on the environment. Any future development will be subject to compliance with the Surplus Land Act, CEQA, and other applicable laws and regulations.

ANALYSIS:

N/A

SUMMARY:

There are multiple agreements presented to the City Council for consideration and approval (all agreements will be presented prior to the City Council meeting):

- Assignment and Release of Food and Beverage Service Rights Between Trend Sports II and the City of Montebello.
- Food and Beverage Assignment by and between Quiet Cannon Management and Trend Sports II.
- Food and Beverage Agreement for the Golf Course Clubhouse between QCM and the City of Montebello.

If approved, these agreements would accomplish the following:

- Result in QCM waiving their exclusive food and beverage rights to Topgolf for the Topgolf Facility only and would reconfirm QCM's rights over all other newly constructed facilities.
- Transfer the QCM rights to Trend Sports II to operate the food and beverage rights over the newly constructed facilities.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4042, Trend QCM FB Assignment
2. Attachment B - Agr. No. 4043, City Trend FB Rights
3. Attachment E - Agr. No. 4044, City QCM Clubhouse

NEXT STEPS:

N/A

CITY OF MONTEBELO AGREEMENT NO. 4042

FOOD & BEVERAGE ASSIGNMENT AGREEMENT BY

AND BETWEEN QUIET CANNON MONTEBELLO & TREND SPORTS II

This ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 2nd day of Novmber, 2022 ("Effective Date"), is made by and between Quiet Cannon Montebello Inc., a California corporation ("QCM"), and Trend Sports II llc, a California limited liability company ("Trend Sports"), with reference to the following facts:

RECITALS

A. QCM is the "Licensee" under that certain unrecorded License Agreement entered into with the City and originally dated August 15, 1978, and subsequently amended multiple times (the "License Agreement").

B. The License Agreement concerns that certain real property owned by the City and generally located at the locations now known as 801 through 1000 Via San Clemente, City of Montebello, California, 90640, and commonly known as the Montebello Municipal Golf Course as is depicted in the site map set forth in **Exhibit "A"** (hereinafter the "Golf Course" or "Property"). Among other things and as relevant here, the License Agreement grants QCM the exclusive right to provide, prepare, distribute, serve and sell all food, beverage, and all other consumables, including smoke and tobacco related products, to patrons of the Golf Course ("Golf Course F&B Rights"), as such Golf Course F&B Rights are specifically detailed in the License Agreement.

C. The City intends to upgrade and modernize the Golf Course with a two (2)-part project: (1) construction of a modern driving range complex with entertainment, restaurant / bar, and retail amenities ("Driving Range Project") on the portion of the Golf Course depicted in Exhibit "B" ("Driving Range Site") that, following construction, will be operated by a third-party selected by the City under a lease agreement ("Driving Range Lease"); and (2) redesign and modernization of the remaining Golf Course Property with a new 9-hole course, 6-hole course and Club House Facility and associated amenities (the "Modernization Project").

D. The City anticipates the Driving Range Project will include the preparation, distribution, service, and sale of food, beverages, and other consumables to patrons of the Driving Range Site for the duration of the Driving Range Lease ("Driving Range F&B Service"), and the City desires to avoid a conflict with QCM's rights under the License Agreement by obtaining QCM's consent and approval to provide the Driving Range F&B Service.

E. QCM desires to consent to the Driving Range Project and release the Driving Range F&B Service from the scope of the License Agreement, and in connection therewith QCM desires to assign its rights to the Driving Range F&B Service to Trends Sports by way of this Agreement.

F. Section 27 of the License Agreement, as amended, allows QCM to assign its rights under the License Agreement with the prior written consent of the City, which consent may not be unreasonably withheld, and the City has consented to this Agreement by its acknowledgment herein below.

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

1. Recitals. The Recitals set forth above are true and correct incorporated and made a material part of this Agreement.

2. Term. This Agreement shall be effective on the date first set forth above ("Effective Date"), and the term of this Agreement expire until the first of the following dates to occur: (a) the date on which the Driving Range Lease expires or terminates; or (b) the date on which the License Agreement expires or terminates.

3. Should the length of this Agreement and/or the Topgolf/City Agreement extend beyond the term of the City/QCM License Agreement for any reason, the License Agreement shall automatically be extended to mirror the term of the Topgolf/City Agreement. Assignment of License. QCM hereby assigns and transfers any and all rights and interests it may have to or in the Driving Range Site, including but not limited to the Golf Course Food & Beverage Rights arising under the License Agreement, to Trend Sports, and Trend Sports hereby accepts and assumes all such rights and interests of QCM. This assignment by QCM is irrevocable for the term of hereof. For any reason should QCM cease to be a legal entity or to lose its entitlement rights under the License Agreement, Trend Sports or its assignee shall become the successor of QCM to the License Agreement and shall assume all rights and obligations related thereto without any further action or documentation by the City or Trend Sports or its assignee. Such assignee of Trend, which may be a single purpose entity, shall be approved by the City Manager whose approval shall not be unreasonably withheld.

4. Consideration. Trend Sports shall provide compensation to QCM for this Agreement as follows: The food and beverage rights within this Agreement being compensated for have a significant fair market value based on the valuation of food and beverage volume and profitability of the expected use of the Driving Range Site - and due to the commonality of ownership between QCM and Trend Sports, QCM will be compensated by Trend in the amount of seventy five thousand dollars ($75,000) annually. This reduction due to commonality of stockholders and members ownership in no way diminishes or reduces the real or fair market value of the food and beverage rights for the Driving Range Site.

5. Assignment of Rights by Trend Sports. Trend Sports may assign its rights under this Agreement to any third-party of its choice, provided such assignee agrees to be bound by and agree to the terms and conditions of this Agreement, and notice of such assignment is provided prior to the effective date thereof. Such assignee, which may be a single purpose entity, must be acknowledged by the other Party, whose acknowledgment shall not be unreasonably withheld.

6. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Any action by either party shall be taken in Los Angeles County.

7. No Other Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein.

8. Notices. Any notice which is required, or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to Trend Sports:	Trend Sports II llc 17662 Irvine Blvd Suite 4 Tustin, CA 92780 Attn: Managing Member
With a copy to:	Trend Sports II llc 980 Via San Clemente Montebello, CA 92780 Attn: Managing Member
With a copy to:	Harper & Burns LLP 453 Glassell Street Orange, CA 92666 Attn: John Harper, Esq.
If to QCM:	Quiet Cannon Montebello Inc. 17662 Irvine Blvd Suite 4 Tustin, CA 92780 Attention: President/CEO
With a copy to:	Harper & Burns LLP 453 Glassell Street Orange, CA 92666 Attn: John Harper, Esq.

9. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

10. Condition of Effectiveness of this Agreement. This Agreement is operational and effective only upon the approval of any and all Topgolf agreements for construction and operation with the City for the Driving Range Project and Modernization Project.

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

Trend Sports II llc

_____
Its Managing Member, Brad Perrin

Quiet Cannon Montebello Inc.

_____
Its President/CEO, Brad Perrin

Approved as to form:

_____
John Harper, Counsel for
QCM and Trend Sports

Consent and Acknowledgement

ATTEST:

CITY OF MONTEBELLO

By:_____
City Clerk

By:_____
City Manager

Approved as to Form:

By:_____
City Attorney

EXHIBIT A

DESCRIPTION OF SITE

CITY OF MONTEBELLO AGREEMENT NO. 4043

ASSIGNMENT AND RELEASE OF FOOD & BEVERAGE SERVICE RIGHTS BETWEEN TREND SPORTS II / QUIET CANNON MONTEBELLO INC. & CITY OF MONTEBELLO

This FOOD & BEVERAGE AGREEMENT ("Agreement") is dated as of this 2nd day of November, 2022 ("Effective Date"), and is made by and between the City of Montebello, a California Municipal Corporation ("City"), and Trend Sports II llc, a California limited liability company ("Trend Sports," with City and Trend at times referred to herein as a "Party," or jointly as the "Parties"), and is agreed to and acknowledged by Quiet Cannon Montebello Inc. a California corporation ("QCM"), with reference to the following facts:

RECITALS

A. QCM is the "Licensee" under that certain unrecorded License Agreement entered into with the City and originally dated August 15, 1978, and subsequently amended multiple times (the "License Agreement").

B. The License Agreement concerns that certain real property owned by the City and generally located at 988 Via San Clemente, City of Montebello, California, 90640, and commonly known as the Montebello Municipal Golf Course as is depicted in the site map set forth in **Exhibit "A"** (hereinafter the "Golf Course" or "Property"). Among other things and as relevant here, the License Agreement grants QCM the exclusive right to provide, prepare, distribute, serve and sell all food, beverage, and all other consumables to patrons of the Golf Course ("Golf Course F&B Rights"), including such Golf Course F&B Rights are specifically detailed in the License Agreement.

C. The City intends to upgrade and modernize the Golf Course with a two (2)-part project: (1) construction of a modern driving range complex with entertainment, restaurant / bar, and retail amenities ("Driving Range Project") on the portion of the Golf Course depicted in **Exhibit "B"** ("Driving Range Site") that, following construction, will be operated by a third-party selected by the City under a lease agreement ("Driving Range Lease"); and (2) redesign and modernization of the remaining Golf Course Property with a new 9-hole course, 6-hole course, the new clubhouse facility and associated amenities (the "Modernization Project").

D. The City anticipates the Driving Range Project will include the preparation, distribution, service, and sale of food, beverages, and other consumables to patrons of the Driving Range Site for the duration of the Driving Range Lease ("Driving Range F&B Rights"), and the City desires to avoid a conflict with QCM's rights under the License Agreement by obtaining QCM's consent and approval to provide the Driving Range F&B Rights.

E. QCM desires to consent to the Driving Range Project and release the Driving Range F&B Rights from the scope of the License Agreement, and in connection therewith QCM has entered into that certain Food & Beverage Assignment Agreement with Trend Sports dated even

with this Agreement and pursuant to which QCM has assigned the Driving Range F&B Rights to Trend Sports.

F. Trend Sports now desires to effectuate the waiver and release of the Driving Range F&B Rights subject to the terms and conditions set forth herein, and which terms have been mutually agreed to by QCM and the City respectively.

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

1. Recitals. The Recitals set forth above are true and correct incorporated and made a material part of this Agreement.

2. Term. This Agreement shall be effective on the date first set forth above ("Effective Date"), and the term of this Agreement expire until the first of the following dates to occur: (a) the date on which the Driving Range Lease expires or earlier terminates; or (b) the date on which the License Agreement expires or earlier terminates. Should the length of this Agreement and/or the Topgolf/City Agreement extend beyond the term of the City/QCM License Agreement for any reason, the License Agreement shall automatically be extended to mirror the term of the Topgolf/City Agreement.

3. Assignment and Release of Driving Range F&B Rights. Trend Sports, as owner of all of QCM's rights arising under the License Agreement to prepare, distribute, serve, and/or sell food, beverages, and other consumables to the Driving Range Site for the term of the Driving Range Lease, including any extended term as set forth in the Topgolf/City Agreement including but not limited to the Driving Range F&B Rights, does hereby assign, release, and discharge any and all such rights to and in favor of the City, and its authorized lessees or assignees, for the term of the Driving Range Lease. QCM, as original licensee under the License Agreement, does hereby agree and consent to the waivers and releases in this section.

4. Assignment. Either Party may assign their rights and obligations under this Agreement to any third-party of choice, provided such assignee agrees to be bound by and agree to the terms and conditions of this Agreement, and notice of such assignment is provided prior to the effective date thereof. Such assignee, which may be a single purpose entity, must be acknowledged by the other Party, whose acknowledgment shall not be unreasonably withheld.

6. Office Space. Trend shall be allowed to provide services from up to three office trailers with patio/landscaping deck with a designated address at 980 Via San Clemente Montebello CA 90640 during the term of this Agreement in the parking lot above Home2 Suites. Trend shall pay for the trailers 100% in full and pay City one dollar ($1.00) per annum plus 100% of its electrical costs for the operation of the trailers.

7. Website Domains. Trend Sports has the following web domains: 1) bellaverde.com, 2) bellaverdegolf.com, 3) bellaverderesort.com, 4) bellaverdegolfclub.com, 5) resortatbellaverde.com, 6) bellaverderesortandgolfclub.com, which shall be utilized by City for the marketing, promotion, and digital web presence of the overall development "The Resort at

Bella Verde Golf Club". For consideration of the utilization of these web domains, which does not include web design or hosting services, City shall pay Trend Sports eight hundred dollars ($800.00) monthly throughout the course of this Agreement with an annual CPI adjustment. City shall have the right to sublet said domains to the golf operator if desired, so long as Trend Sports maintains the control of the domain.

8. Consideration. For and in consideration for the rights assigned to and released in favor of the City by way of this Agreement, Trend Sports shall receive compensation from City as follows:

(a) Between the Effective Date and the date on which the Driving Range Project receives a temporary or final certificate of occupancy from the City ("Commencement Date"), there shall be no payments or other charges due or payable by the City.

(b) Following the Commencement Date, beginning the first "Lease Year" of the Driving Range Lease and during each Lease Year thereafter, the City shall pay to Trend Sports the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) ("Licensing Fee") per year, provided that the Licensing Fee shall be increased in the same percentage and at the same time(s) as increases to the "Base Rent" under the Driving Range Lease are applied to the tenant thereunder, including any and all options, extensions and renewals of the Driving Range Lease. The City shall make the annual payments of the Licensing Fee described in this section to Trend Sports equal monthly installments to be made on the first day of the month during the term of this Agreement. *"Lease Year"* and *"Base Rent"* shall have the same meanings as in the Driving Range Lease.

(c) Notwithstanding anything contained in this Agreement to the contrary, if Base Rent that is due the City under the Driving Range Lease is not paid for any reason whatsoever, and as a result of which the City is deprived a portion of the expected benefits and revenues to be generated from the Driving Range Project, then the Franchise Fee that would otherwise have been due under this Agreement shall be abated for the same period of time and in a percentage of the same amounts of rent received by the City. Notwithstanding the foregoing, the City shall take all reasonable steps and available remedies to collect lease revenues from the Driving Range Lease tenant.

9. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. The venue for any legal action by either party to enforce or interpret this Agreement shall be the Superior Court of Los Angeles County.

10. No Other Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein.

11. Notices. Any notice which is required, or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to Trend Sports:

Trend Sports II llc
17662 Irvine Blvd Suite 4
Tustin, CA 92780
Attn: Managing Member

With a copy to:

Trend Sports II llc
980 Via San Clemente
Montebello, CA 92780
Attn: Managing Member

With a copy to:

Harper & Burns LLP
453 Glassell Street
Orange, CA 92666
Attn: John Harper, Esq.

If to City:

City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640
Attention: City Manager

With a copy to City's Counsel:

Arnold M. Alvarez-Glasman, Esq.
13181 Crossroads Pkwy North
Suite 400 - West Tower
City of Industry, CA 91746

12. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

13. Condition of Effectiveness of this Agreement. This Agreement is operational and effective only upon the approval of any and all Topgolf agreements for construction and operation with the City for the Driving Range Project and Modernization Project.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

By:_____
City Clerk

CITY OF MONTEBELLO

By:_____
City Manager

Approved as to form:

By:_____
City Attorney

Trend Sports II llc

_____
Its Managing Member, Brad Perrin

Quiet Cannon Montebello Inc.

_____
Its President/CEO, Brad Perrin

Approved as to form:

_____
John Harper, Counsel for QCM and Trend Sports

EXHIBIT A

DESCRIPTION OF GOLF COURSE

Exhibit "B"
DEPICTION OF DRIVING RANGE SITE

CITY OF MONTEBELLO AGREEMENT NO. 4044

FOOD AND BEVERAGE AGREEMENT
FOR THE NEW GOLF COURSE CLUBHOUSE
BETWEEN
QUIET CANNON MONTEBELLO & CITY OF MONTEBELLO

This FOOD & BEVERAGE AGREEMENT ("Agreement") is dated as of this 2nd day of November, 2022 ("Effective Date"), and is made by and between the City of Montebello, a California municipal corporation ("City"), and Quiet Cannon Montebello Inc., a California corporation ("QCM," with City and "QCM" at times referred to herein as a "Party" or jointly as the "Parties"), with reference to the following facts:

RECITALS

A. City and QCM are parties to that certain unrecorded License Agreement originally dated August 15, 1978, and subsequently amended on ten (10) previous occasions (the "License Agreement"), which concerns that certain real property owned by the City and generally located at 988 Via San Clemente, City of Montebello, California, 90640, and commonly known as the Montebello Municipal Golf Course (the "Property").

B. Among other things, the License Agreement grants QCM the exclusive right to provide, prepare, distribute, serve and sell all food, beverage, and other consumables to patrons of the 118-acre Golf Course, as well the exclusive right to operate the Quiet Cannon Conference & Events Center ("Quiet Cannon"), and the exclusive right to operate the existing clubhouse facility located on the Property.

C. The City intends to upgrade and modernize the Property and associated amenities with a two (2)-part project: (1) construction of a modern driving range complex with entertainment, restaurant / bar, and retail amenities on a, 18-acre portion of the Golf Course that, following construction, will be operated by a third-party selected by the City under a lease agreement ("Driving Range Project"); and (2) redesign and modernization of the remainder of the Golf Course with a new 9-hole championship golf course, new clubhouse to replace the existing Clubhouse ("New Clubhouse"), and associated amenities (the "Golf Course Project").

D. By way of separate agreements entered into contemporaneously herewith, Licensee has assigned its rights under the License Agreement associated with the Driving Range Project to Trend Sports II, llc ("Trend Sports"), and Trend Sports has in turn waived and released such rights in favor of the City.

E. By way of this Agreement and consistent with Licensee's exclusive food and beverage rights under the License Agreement, the City and Licensee desire to memorialize the terms and conditions by which QCM will provide food and beverage service to patrons of the New Clubhouse to be developed as part of the Golf Course Project, and to set forth other rights and responsibilities of the parties relating to use of certain amenities of the Golf Course Project.

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

1. Recitals. The Recitals set forth above are true and correct incorporated and made a material part of this Agreement.

2. Term. This Agreement shall be remain in full force and effect for the remaining term of the License Agreement, as the License Agreement may be amended from time to time, with the term of this Agreement mirroring that of the License Agreement.

3. Food & Beverage Service. QCM shall offer and make available for purchase "grab and go" food & beverage items, both freshly made and pre-packaged ("F&B Items"), to patrons of the Golf Course Project and the general public at hours that mirror the operating hours of the Golf Course Project facilities. All sales of F&B Items shall be completed on the "point of sale system" provided and operated by QCM, or alternatively by the City (or its agent) as operator of the Golf Course Project (the "Course Operator") at no additional cost to QCM and through use of the "point of sale system" made available by QCM. QCM shall ensure that a reasonable selection of F&B Items are available daily for purchase and shall monitor inventory levels to ensure general product available to consumers.

4. Compensation. QCM shall pay a percentage of gross receipts derived from QCM's sale of F&B Items to the City in accordance with the terms of the License Agreement, with "gross receipts" having the same meaning as the License Agreement. For purposes of determining the percentage of gross receipts to be paid to the City, the gross receipts derived from QCM's provision of food and beverage service described in this Agreement shall be added to any other gross receipts QCM derives from the provision of food and beverage under the License Agreement.

5. Assignment. QCM may assign this agreement on the same terms and conditions as the License Agreement.

6. Special Events.

a) Other than the City, QCM shall have the exclusive right to utilize or allow the Clubhouse facility to be utilized by third-parties for private or public events, including but not limited to weddings, birthdays, anniversaries, retirement celebrations, quinceañeras, and other functions. QCM's rights under this section shall include incidental use of the lakeside gazebo and seating areas, interior and exterior seating and gathering areas of the New Clubhouse facility, and parking areas during the pendency of a special event, as such area is depicted in Exhibit A. QCM shall have also have option to utilize the LED night-lit par 3 short course for private event functions held in the evening hours, so long as the facility is available and QCM pays the fair market value of said usage to the Course Operator. QCM's use of the short course shall be limited to evening hours and at a maximum of fifty-six (56) non-consecutive nights over the per calendar year. The fair market value payment by QCM for the use of this property shall be the operator's net profit (gross revenue minus all expenses) for the specific time period being

utilized by QCM based upon the previous comparable year period on a monthly basis. If the facility is open less than a year, then the prior month would be used. QCM would submit to the operator at least one (1) week notice, subject to availability of the property.

b) QCM's rights under this section shall at all times remain junior to and subordinate to the City's right to use the New Clubhouse and other areas described in this section for any lawful purpose, and the City agrees to cooperate with QCM to provide reasonable advance notice of any City use that may impede or interfere with special events. QCM shall not exercise the rights in this section in any way that interferes or hinders standard use or operation of the Golf Course Project, or patrons' access to common areas or amenities of the Golf Course Project. The City and QCM shall coordinate the calendaring of special events to avoid the double-booking of events at the New Clubhouse. A system shall be established through the mutual the cooperation and agreement of the City and QCM to avoid conflicts in the use of the New Clubhouse. In the event that such double-booking occurs, the event that was booked first shall have priority and shall supersede over the conduct of the later booked event.

c) Gross receipts derived by QCM through special events under this section shall be included in gross receipts for purposes of Section 4, and QCM shall pay a percentage of said gross receipts in accordance with the terms and conditions of Section 4 and the License Agreement.

7. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Any action by either party shall be taken in Los Angeles County.

8. No Other Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein.

9. Notices. Any notice which is required, or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to QCM:	Quiet Cannon Montebello Inc. 17662 Irvine Blvd Suite 4 Tustin, CA 92780 Attn: President/CEO
With a copy to:	Quiet Cannon Montebello Inc. 980 Via San Clemente Montebello, CA 92780 Attn: President/CEO
With a copy to:	Harper & Burns LLP 453 Glassell Street

Orange, CA 92666
Attn: John Harper, Esq.

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

With a copy to City's Counsel:

Arnold M. Alvarez-Glasman, Esq.
13181 Crossroads Pkwy North
Suite 400 - West Tower
City of Industry, CA 91746

10. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

11. Condition of Effectiveness of this Agreement. This Agreement is operational and effective only upon the approval of any and all Topgolf agreements for construction and operation with the City for the Driving Range Project and Modernization Project.

[END OF TEXT. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

By:_____
City Clerk

CITY OF MONTEBELLO

By:_____
City Manager

Approved as to form:

By:_____
City Attorney

Quiet Cannon Montebello Inc.

_____
Its President/CEO, Brad Perrin

Approved as to form:

_____
John Harper, Counsel for
QCM and Trend Sports

EXHIBIT A

DESCRIPTION OF SITE