

AMENDED AGENDA



CITY OF MONTEBELLO CITY COUNCIL REGULAR MEETING

WEDNESDAY, MAY 24, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

David N. Torres, Mayor
Scarlet Peralta, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Salvador Melendez, Councilmember
Georgina Tamayo, Councilmember

ASSISTANT CITY MANAGER
Arlene Salazar

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation
Director of Public Affairs and Information Technology

Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Adrianna Kendricks
Michael Chee

NOTICES

This City Council Meeting ("Council") 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.montebelloca.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 Resolution No. 23-17, adopted on February 22, 2023: Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any speaker who becomes boisterous while addressing the Council or who otherwise disrupts the orderly conduct of the Council business shall be called to order by the Mayor. If the conduct continues, the Mayor may bar the speaker from speaking and/or attending the meeting. Any disruption of the meeting shall be addressed in a manner consistent with SB 1100. The sergeant-of-arms shall enforce the rules of decorum and remove and/or arrest any person upon the direction of the Presiding Officer, or upon his or her own discretion, as applicable.

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 meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#).

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54957.9(d)(1)
Neighbors for Elections Now, et al. vs. City of Montebello
LASC Case 23STCV01567
2. **PUBLIC EMPLOYEE APPOINTMENT**
Government Code Section 54957
Position: City Manager/Interim City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ASSISTANT CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **RECOGNITION OF NEW POLICE OFFICERS**
4. **RECOGNITION OF AND ADMINISTRATION OF THE OATH OF OFFICE TO THE NEW ASSISTANT CHIEF OF POLICE KENNETH CABRERA**
5. **ADMINISTRATION OF OATH OF OFFICE FOR PLANNING COMMISSIONER VICTOR CUEVAS**
6. **ADMINISTRATION OF OATH OF OFFICE FOR PARKS AND RECREATION COMMISSIONER SYLVIA TAKEYAMA**
7. **PROCLAMATION FOR PUBLIC WORKS WEEK**
8. **RECOGNITION OF ST. BENEDICT SCHOOL GIRLS BASKETBALL CHAMPIONSHIP TEAM**
9. **NATIONAL POPPY DAY**
10. **BUDGET UPDATE FOR FY 2023-24**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS - NONE****CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

11. FISCAL YEAR 2023-24 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

1. Review and adopt the attached Resolution No. 23-34 establishing property tax override (PTO) rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2023-24; and
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override.

12. FISCAL YEAR 2022-23 THIRD QUARTER BUDGET AMENDMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2022-23 budget by increasing revenue and expenditure appropriations by the listed amounts in the various accounts listed on Attachment A;
2. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3883 WITH RL CONTROLS, LLC, TO EXTEND THE COMPLETION DATE FOR THE BUS CAMERA SURVEILLANCE SYSTEM PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3883 with RL Controls, LLC to extend the completion date for the Bus Camera Surveillance System Project; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2 to Agreement No. 3883 on behalf of the City; and
3. Take such additional, related action that may be desirable.

14. ADOPT RESOLUTION NO. 23-32 APPROVING MONTEBELLO BUS LINES' FISCAL YEAR 2023-2024 AND 2024-2025 FREE FARE SCHEDULE

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No 23-32 approving Montebello Bus Lines (MBL) Fiscal Year 2023-24 and FY 2024-25 Free Fare Schedule; and
2. Take such additional, related action that may be desirable.

15. APPROVE ISSUING A RESTROOM RENOVATION SERVICES REQUEST FOR PROPOSAL (RFP) NO. 23-14

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Restroom Renovation Services Request for Proposal, No. 23-14 (RFP No. 23-14); and
2. Take such additional, related action that may be desirable.

16. APPROVAL OF B-MAP – PHASE B1 FINAL TRACT MAP NO. 82725 FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 82725 IN CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN PROJECT

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 23-33:

1. Finding that the approval of the B-Map – Phase B1 Final Tract Map No. 82725 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the B-Map – Phase B1 Final Tract Map No. 82725 for a portion of Vesting Tentative Tract Map (“VTTM”) No. 82725 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of B-Map — Phase B1 Final Tract Map No. 82725 for a portion of VTTM No. 82725; and
4. Take such additional, related action that may be desirable.

17. APPROVAL OF THE FINAL TRACT MAP NO. 82727 FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 70420 FOR PUBLIC OPEN SPACE CONVEYANCE IN CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Finding that the approval of the Final Tract Map No. 82727 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980, and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the Final Tract Map No. 82727 for a portion of Vesting Tentative Tract Map (“VTTM”) No. 70420 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of the Final Tract Map No. 82727; and
4. Take such additional, related, action that may be desirable.

18. ADOPT RESOLUTION NO. 23-35 FOR THE FISCAL YEAR 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-35 (Attachment A) establishing the City’s intention for the Fiscal Year 2023-24 Levy of Annual Assessments for the Natasha Lane Landscape Assessment; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer’s Report; and

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

19. ADOPT A RESOLUTION FOR THE FISCAL YEAR (FY) 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM DRAIN PUMP STATION ASSESSMENT DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt a Resolution (Attachment A) establishing the City's intention for the FY 2023-24 Levy of Annual Assessments for the Natasha Lane Sewer and Storm Drain Pump Station Assessment District; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer's Report; and
3. Take such additional, related action that may be desirable.

20. APPROVE TASK NO. 5 UNDER MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PAVING THE WAY PROGRAM PROJECT – MONTEBELLO BOULEVARD FROM WEST LOS ANGELES AVENUE TO LINCOLN AVENUE (C.P. NO.888)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Task Order No. 5 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas for Engineering Design Services for a fee not-to exceed \$282,008; and
2. Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

21. APPROVAL OF THE FISCAL YEAR 2022-23 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Fiscal Year 2022-23 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

22. APPROVAL OF THE FISCAL YEAR 2023-24 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Fiscal Year 2023-24 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

23. APPROVE AND APPROPRIATE GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC), PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the appropriation of \$1,278,987 awarded to the City of Montebello from the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program; and
2. Authorize the City Attorney to review and approve the Grant Agreement and Resolution in final form to submit to the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant as soon as possible; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$1,278,987 in Account No. 268-85-862-6040.10 (Prop 64 Public Health and Safety, Fire, Prop 65 Public Health & Safety, Other Contract Services); and
4. Take such additional, related action that may be desirable.

24. APPROVAL TO PURCHASE A GENERATOR FOR FIRE DEPARTMENT PUBLIC SAFETY COMMUNICATIONS SITE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize and approve the emergency purchase of a replacement backup generator for the City of Montebello Fire Department's Public Safety Communication Site located at the Montebello Reservoir; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$172,500 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery, and Equipment); and
3. Take such additional, related action that may be desirable.

25. RESOLUTION NO. 23-28 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION "RECREATIONAL TRAILS PROGRAM"**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Resolution No. 23-38 authorizing the submission of an application for the State of California's Department of Parks and Recreation "Recreational Trails Program;" and
2. Authorize the City Manager to conduct all negotiations, execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

26. CONSIDERATION OF A RESOLUTION NO. 23-39 TO VACATE AND TERMINATE AN IRREVOCABLE OFFER OF DEDICATION FOR HABITAT RESERVE**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-39 vacating and terminating an Irrevocable Offer of Dedication ("IOD") from Sentinel Peak Resources California, LLC ("Sentinel") to the City of Montebello in connection with the Montebello Hills habitat reserve having Instrument No. 20191405603 dated December 17, 2019; and
2. Take such additional, related action that may be desirable.

27. APPROVAL OF MINUTES: APRIL 5, 2023 SPECIAL COUNCIL MEETING; APRIL 10, 2023 CITY COUNCIL MEETING; APRIL 26, 2023 CITY COUNCIL MEETING**RECOMMENDATION: It is recommended that the City Council:**

1. Approve said minutes as is.

28. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-37 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 24, 2023**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-37 approving the Warrant Register dated May 24, 2023.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

Members 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/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Angie M. Jimenez, Councilmember**

1. Request Council Consensus to display an LGBTQIA banner.
2. Stride for Pride
3. East Side Pride
4. Arts in Public Places

- **Scarlet Peralta, Mayor Pro Tem**

1. Receive council consensus to direct staff to initiate discussions and cooperation with Edison in order to develop ideas for passive open space, such as a park with walking and biking trails, utilizing EDISON's right-of-way areas within the city.

- **David N. Torres, Mayor**

1. Appointment of Delia Delgado to Civil Service Commission.

- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 14, 2023, at 6:00 p.m.** which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Acting Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, May 21, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Acting Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**



ITEM # 11

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2023-24 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Review and adopt the attached Resolution No. 23-34 establishing property tax override (PTO) rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2023-24; and
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override.

FISCAL IMPACT:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). This voter approved property tax override revenue is utilized to fund annual debt service on the Series 2020 Pension Obligation Bonds (issued in June 2020 to retire the City's unfunded actuarial liability) as well as pay for all ongoing pension related costs.

The table below presents historical actuals and the FY 2023-24 proposed (forecasted) revenue in Fund 205 (Retirement Fund):

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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	2018-19 Actual	2019-20 Actual	2020-21 Adopted Budget	2020-21 Actual	2021-22 Adopted Budget	2021-22 Actual	2022-23 Adopted Budget	FY 2023-24 PROPOSED
Property Tax Override	8,969,216	9,287,058	9,499,000	10,197,365	10,172,000	10,480,138	10,691,000	11,155,000
Property Tax Override - RPTTF	3,739,997	3,573,246	4,000,000	4,740,590	4,874,000	4,088,990	3,750,000	4,293,400
Interest Revenue	221,929	168,918	105,000	73,010	125,000	98,079	100,000	170,000
	12,931,142	13,029,222	13,604,000	15,010,965	15,171,000	14,667,207	14,541,000	15,618,400

As the table above shows, the FY 2021-22 actuals were \$14.667 million, with FY 2022-23 adopted budget of \$14.541 million. The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2023-24, the projected revenue for the Retirement Fund is \$15.618 million.

The attached resolution sets the property tax override rate and allows it to be assessed for FY 2023-24. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees as well as annual debt service on the Series 2020 POBs.

BACKGROUND/DISCUSSION:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). Elections were first held on July 9, 1946, initially establishing the PTO. A second vote was held on March 2, 1976, affirming the property tax override rate. The City Council subsequently adopted Ordinance No. 2148 in 1996 which codified the tax rate at \$0.197875 per \$100 of assessed valuation (City of Montebello Municipal Code Section 3.28.020).

The revenue from the property tax override can only be used to pay for retirement system related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost (i.e., ongoing) expenses to PERS.

On May 13, 2020, the City Council approved issuance of \$154 million in Pension Obligation Bonds (POBs) to address Montebello's pension related unfunded actuarial liability (UAL). The issuance of the POBs extinguished the existing UAL, as of the June 30, 2018, actuarial valuation report. The PTO revenue is utilized to pay the debt service on the POBs, as well as all normal cost expenses and future UAL bases established by subsequent actuarial valuations.

The County of Los Angeles Auditor-Controller requires the City of Montebello submit an approved resolution each year that shows the setting of the rate. The attached resolution (Attachment 1 with Exhibit A) fulfills this requirement and allows the rate to be placed on property tax statements. There is no change to the rate, it remains fixed at the \$0.197875 per \$100 of assessed value amount.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The retirement expenditures by the City are funded through voter-approved indebtedness authorized by elections held on July 9, 1946 and March 2, 1976. The proposed tax rate of \$0.197875 was set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. There is no change to this tax rate for FY 2023-24, it remains the same as previous years.

The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year in order for the tax rate to be placed on the property rolls. Assessing the property tax override will allow the City to meet its obligations to bond holders, paying annual debt service on the \$154 million in POBs issued in 2020.

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund (Fund 205), as codified in Montebello Municipal Code section 3.28.020. No General Fund revenues will be used to pay for the retirement expenditures.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-34 Annual Property Tax Rate Retirement FY 2023-24

NEXT STEPS:

N/A

RESOLUTION NO. 23-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING
TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023**

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2023, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2023, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 2 (Link Belt)", annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
- (2) "Annexation No. 3 (Bethlehem Steel)", annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
- (3) "Annexation No. 4 (Conier)", annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
- (4) "Annexation No. 10", annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
- (5) "Annexation No. 127", annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
- (2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;

RESOLUTION NO. 23-34

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- (3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
- (4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
- (5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
- (6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
- (7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
- (8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
- (9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
- (10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
- (11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and
- (12) "Annexation No. 31", annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS AS OF FISCAL YEAR 2022-23:

TAXATION DISTRICT NO. 1	4,363,768,160
TAXATION DISTRICT NO. 2	21,016,170
TAXATION DISTRICT NO. 3	276,925,734
TAXATION DISTRICT NO. 1s	464,102,683
TAXATION DISTRICT NO. 2s	59,416,274
TAXATION DISTRICT NO. MB HILLS 1	676,506,335
TAXATION DISTRICT NO. MB HILLS 3	446,186,384
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	124,505,175
TAXATION DISTRICT NO. 1 MERP	596,038,167
TAXATION DISTRICT NO. 2 MERP	26,065,998

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN EXHIBIT A

SECTION 2. That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

[Signatures on the following page]

APPROVED AND ADOPTED this 24th day of May 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold 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 23-34 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 24th day of May 2023 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

EXHIBITS:

- Exhibit A - FY 2023-24 Retirement Pension Tax Override Rate for Districts

EXHIBIT A TO ATTACHMENT A

	DIST. <u>#1</u>	DIST. <u>#2</u>	DIST. <u>#3</u>	DIST. <u>#1s</u>	DIST. <u>#2s</u>	DIST. <u>#MB Hs 1</u>	DIST. <u>#MB Hs 3</u>	MB HILLS <u>76 ANNEX</u>	DIST. <u>#1 MERP</u>	DIST. <u>#2 MERP</u>
STATE RETIREMENT FUND OBLIGATION OF THE CITY TO THE STATE EMPLOYEES RETIREMENT OF CITY EMPLOYEES AUTHORIZED AT ELECTIONS HELD ON JULY 9, 1946 AND MARCH 2, 1976.	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875
TOTAL	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>



ITEM # 12

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2022-23 THIRD QUARTER BUDGET AMENDMENTS**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the Fiscal Year 2022-23 budget by increasing revenue and expenditure appropriations by the listed amounts in the various accounts listed on Attachment A;
2. 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, over twenty changes (amendments) to the budget have been made, impacting several different funds (e.g., General Fund, Transit, Proposition M, Grants, Gast Tax, Golf Course, etc.). Furthermore, there are now ten months of financial results that allow trends to be analyzed and additional updates to budget amounts to be made prior to the year-end close.

Using data through early May, 2023, budget amendments are necessary to account for year to date expenditures that currently exceed or are projected to exceed amended budget amounts. The required budget amendments detailed in this report and listed in Attachment A are necessary to match forecasted expenditures with budget amounts. One of the many areas the City's independent auditors review in the financial statements at year-end is the accuracy of expenditure to budget "matching." The auditors will highlight accounts where year-end expenditures exceed budget amounts. The budget amendments described in the following paragraphs are necessary to prevent such a finding and match expenses with final budget amounts.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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The required budget amendments are in Public Works, Fire, Parks and Recreation, Non-Departmental and the Special Fund for Information Technology Upgrades. A detailed description of the amendments follows in the section below, and Attachment A provides additional information as well.

The net increase to appropriations across all funds is \$1,961,000. This is the net amount when taking into account the increase in revenue (Transfers In) against specific expenses.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL:

N/A

ANALYSIS:

The attached budget amendments (Attachment A) request additional appropriations in Public Works (Engineering), Parks and Recreation and Fire (Administration and Fire). There are also required budget amendments in Non-Departmental (General Fund) and the Special Revenue Fund created for the citywide information technology and security upgrade project (Fund 325, Information Technology Upgrades).

The Non-Departmental/Information Technology Upgrades project requires a \$3,145,024 budget amendment to utilize Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) towards the citywide information technology security, network, storage and productivity project currently underway. As noted in prior reports and communication to the City Council, the entire CSLFRF award amount of \$16.59 million was booked as “unrecognized” revenue, per required accounting procedures. As the revenue is used (i.e., as expenses are incurred), it is “recognized” in the appropriate fund and account.

The budget adjustment in Attachment A recognizes \$3.145 million in CSLFRF revenue and applies it towards year to date expenses in the capital project fund created to track the information technology project expenses (Fund 325). Because the CSLFRF funds are recorded as unrecognized revenue in the General Fund, accounting principles and rules require a three-step process to recognize the revenue in Fund 325. First, revenue is recognized in the General Fund (Account Nol 100-99-4023.10), then a Transfer Out (expense) is done in the General Fund to move the revenue to Fund 325 (100-99-7000.85). The final step is to recognize the revenue in Fund 325, to offset the approved expenses already incurred (325-99-4999.30).

There is another Non-Departmental budget adjustment necessary. The \$350,000 budget adjustment is required to provide appropriations for the payment of a City Council approved settlement agreement (recorded in the Non-Departmental account of the General Fund, 100-99-6036).

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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There is a budget amendment needed in Public Works for \$429,000. This amount is what the City was required to remit to CalTrans after conclusion of an incurred cost audit in 2021. The findings from the audit revealed that the City's prior engineering vendor improperly charged certain costs to a CalTrans grant funded project. The City was required to re-pay these funds, and the expense has been recorded in the General Fund, Engineering Division (Account No. 100-30-330-7050). The audit findings and required reimbursement payment to CalTrans were summarized in an agenda report approved by the City Council in June, 2022.

Parks and Recreation is projecting an additional \$508,000 in expenses through the end of the fiscal year-end, spread across full and part-time wages, supplies and contract services. As the City expands its offerings of special events and maintains City Hall screening/lobby staffing, part-time salary expenses are trending higher than budgeted in Parks and Recreation. The adopted budget did not anticipate a "full-time" presence in the City Hall lobby, necessary to abide by pandemic restrictions as well as to provide better customer service to those doing business at City Hall.

There are required budget adjustments by the Parks and Recreation Department (Attachment A) to address these particular expenditure areas. Specifically, \$250,000 is required to cover additional part-time wages and overtime related to expanded special events and additional (new) special events managed by the Parks and Recreation Department. Related to these additional/expanded events, an additional \$223,000 is needed in supplies and contract services. A portion of the \$223,000 is related to refinishing of the gym floor, consultant services for grant applications and additional maintenance at park facilities.

The Fire Department is currently trending to have an additional \$674,000 in expenses that requires budget amendments. There are a few primary causes for this: regular (full-time) salaries for MCAP staff are currently being charged to the General Fund and constant staffing overtime in the Suppression Division is trending higher (vacancies in full-time positions).

Recent grant awards for MCAP services will help offset some of the full-time salaries and overtime hitting the General Fund. However, the budget will require an increase (\$274,000) as certain grant funding has been used up and new grant funding has tighter restrictions, limiting the amount of time MCAP staff can charge. The additional expenses in constant staffing overtime in the Suppression Division are directly attributable to vacancies in the Firefighter ranks. In order to maintain the required staffing of each unit, additional overtime is necessary. The City Council recently approved hiring and referral bonuses (similar to those approved for the Police Department) in an effort to improve recruitment efforts to help with filling vacancies. Regardless, constant staffing overtime is trending higher, requiring the \$400,000 budget amendment.

Every adopted budget is a plan, and the plan changes during the course of a fiscal year. The required budget amendments detailed in this report and listed in Attachment A are necessary to match forecasted expenditures with budget amounts. One of the many areas the City's independent auditors review in the financial statements at year-end is the expenditure to budget "matching." The auditors will highlight accounts where

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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year-end expenditures exceed budget amounts as part of their required annual review of internal controls. These budget amendments are necessary to prevent such a finding and match expenses with final budget amounts.

SUMMARY:

That City Council amend the Fiscal Year 2022-23 budget by increasing revenue and expenditure appropriations by the listed amounts in the various accounts listed on Attachment A and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - Budget Amendments

NEXT STEPS:

N/A

Budget Adjustments
3rd Quarter Budget Update, as of 05/2023

ATTACHMENT A

DEPARTMENT	ACCOUNT TO AMEND (INCREASE)	BUDGET AMENDMENT AMOUNT	NOTES / REASON FOR BUDGET AMENDMENT
Non-Departmental	100-99-6036	350,000	Settlement Payment
Non-Departmental	100-99-4023.10	3,145,024	Recognize CSLFRF revenue for Information Technology upgrade project; increase revenue budget
Non-Departmental	100-99-7000.85	3,145,024	Recognize CSLFRF revenue for Information Technology upgrade project/transfer out to Fund 325; increase Transfer Out, net effect is zero with increase to revenue account (-4023.10)
Information Technology Upgrades	325-99-4999.30	3,145,024	Recognize CSLFRF revenue for Information Technology upgrade project/transfer in from General Fund; increase Transfer In revenue, offset YTD expenses related to IT project
Public Works - Engineering	100-30-330-7050	429,000	Payment to Caltrans per incurred cost audit (see 06/2022 City Council action); required to reimburse grant fund for disallowed expenses
Parks and Recreation - Administration	100-70-700-5000.10	166,000	Additional full-time salaries, Recreation Manager
Parks and Recreation - Administration	100-70-700-5000.30	24,000	Additional part-time salaries; City Hall lobby staffing
Parks and Recreation - Administration	100-70-700-6040.10	35,000	Required maintenance and related engineering studies
Parks and Recreation - Recreation	100-70-710-5000.30	60,000	Additional part-time salaries; new and expanded special events
Parks and Recreation - Recreation	100-70-710-6000.20	105,000	Supplies for extra special events and enhanced annual events
Parks and Recreation - Recreation	100-70-710-6040.10	118,000	Gym floor refinishing, consultants for grant applicants; additional contract services for special events
Fire - Administration	100-85-850-5000.10	217,000	Additional MCAP related full time salaries hitting General Fund
Fire - Administration	100-85-850-5010.10	57,000	Additional MCAP related overtime hitting General Fund
Fire - Suppression	100-85-860-5010.41	400,000	Constant staffing (OT), due to vacancies in FT positions (required minimum staffing)
		5,106,024	<=TOTAL EXPENSE APPROPRIATION INCREASE
		3,145,024	<=TOTAL REVENUE INCREASES
		1,961,000	<=NET EXPENSE APPROPRIATION INCREASE



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3883 WITH RL CONTROLS, LLC, TO EXTEND THE COMPLETION DATE FOR THE BUS CAMERA SURVEILLANCE SYSTEM PROJECT

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3883 with RL Controls, LLC to extend the completion date for the Bus Camera Surveillance System Project; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2 to Agreement No. 3883 on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Bus Camera Surveillance System Project (hereinafter, the "Project") is funded using the following sources: Federal Transit Administration (FTA) Grant CA-2019-033, Senate Bill – 1/State Transit Assistance (SB1/STA) funds for Fiscal Years 2017-18 and 2020-21, and the 2018 Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Grants. All necessary funding was previously appropriated, including contingency funds, and approved by the City Council when Agreement No. 3883 was awarded to RL Controls. Therefore, a budget amendment is not needed as part of the recommended action.

BACKGROUND/DISCUSSION:

On April 28, 2021, the City awarded Agreement No. 3883 (Attachment "A") with RL

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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Controls to provide a fully integrated and functional bus camera surveillance system for the Transportation Department (Transportation). The Project was developed to ensure that Transportation would have a turnkey bus camera surveillance system to increase video camera resolution, digital storage capabilities (13 months of video footage), and a cloud-based network infrastructure accessible to administrative personnel.

RL Controls designed and engineered a bus camera surveillance system to meet the City's needs with an estimated date of completion of March 15, 2023. In January 2022, the City Council approved Amendment No. 1 to Agreement No. 3883 (Attachment "B"), to use contingency funds for the Server Project, a subproject of the original Project. However, On May 9, 2023, RL Controls submitted a formal request to extend the Project completion date due to unforeseen circumstances, including but not limited to, troubleshooting the existing Cloudian server system and configuration changes to the recording capability of the camera system. Transportation staff has reviewed the formal request and circumstances and has agreed to the proposed extended completion date, provided the City Council approves the proposed Amendment No. 2 presented here for consideration (Attachment "C").

Amendment No. 2 will exercise the option to extend the agreement for an additional seven (7) months; from March 15, 2023, to October 15, 2023—leaving all other provisions of the original Agreement in effect.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council consider approving Amendment No. 2 to Agreement No. 3883 (attached hereto as Attachment "C," in substantial form) with RL Controls, to extend the completion date for the Bus Camera Surveillance System Project; and authorize the City Manager and/or his designee, to execute Amendment No. 2 on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Agreement No. 3883
2. Attachment B - Amendment No. 1 to Agreement No. 3883
3. Attachment C - Proposed Amendment No. 2 to Agreement No. 3883

NEXT STEPS:

N/A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3883

WITH RL CONTROLS, LLC.

THIS AGREEMENT ("Agreement") is made and entered into on April 28, 2021, by the CITY OF MONTEBELLO, a California municipal corporation (hereinafter referred to as "CITY") and RL Controls, LLC, a Massachusetts corporation registered to do business in California (20181571087) (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 assist CITY by providing a fully integrated and functional bus camera surveillance system solution; 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, CITY's Request for Proposals ("RFP") dated December 17, 2020 ("RFP No. 21-23"), as such is set forth fully in **Exhibit "A"** is attached hereto and incorporated fully herein by this reference; and

WHEREAS, CONTRACTOR's proposal and "Best and Final Offer" to RFP No. 21-23 dated March 25, 2021, as such is set forth fully in **Exhibit "B"** is attached hereto and incorporated fully herein by this reference ("Contractor's 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 RFP No. 21-23 and Contractor's Proposal, as such is set forth fully in **Exhibits A and B** (hereinafter the "Professional Services").

B. CONTRACTOR shall complete the Professional 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 a sum not-to-exceed **Three Million, Nine Hundred Forty-Three Thousand, Eight Hundred and Fifty-Six Dollars and Eighty-Seven Cents (\$3,943,856.87)** for performance of the Professional Services as set forth in the Price Sheet attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY for Professional Services

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

D. CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by CONTRACTOR within sixty (60) days of the date of such invoice.

E. 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.

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

- 1) Upon inspection of CITY's server equipment, CONTRACTOR, using its best and experienced judgment determines that CITY's server equipment requires further work or replacement ("Server Project"); and
- 2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with the server replacement ("Server Project Report"); and
- 3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to the Server Project; and
- 4) CITY approves the final Server Project in writing and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Contingency Amount in an additional of up to and including Five Hundred-Seventy Five Dollars and Zero Cents (\$575,000); and
- 5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the Server Project.

SECTION 2. TERM; OPTION TO EXTEND; NOTICE TO PROCEED; AND SURVIVAL.

A. This Agreement shall commence on April 28, 2021 and shall terminate upon completion of the Professional Services; provided such shall be on or before **March 15, 2023** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 7 herein.

B. The Parties anticipate that certain provisions of this Agreement, including but not limited to: (i) the technical support, (ii) warranty, (iii) maintenance services, and/or (iv) cellular coverage may need to be extend beyond the Date of Completion defined in Paragraph A above, as such, the Parties agree that this Agreement may be extended for up three (3) years, in part or in full, upon such terms and conditions mutually agreed upon by the Parties in a further writing.

C. CONTRACTOR shall not commence any Professional Services until first receiving a written Notice to Proceed from CITY.

D. The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18 and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. PERFORMANCE.

A. 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 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 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."** Where applicable, 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 non-proprietary 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 4. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all non-proprietary 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 requested and approved in writing by CITY.

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 shall be provided in CITY's standard software formats.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. 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 7. TERMINATION.

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

A. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of 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 seek a refund for such costs; and (3) such costs were expressly authorized within the Professional Services, work of scope, 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 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

A. 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 subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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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 13. INDEMNIFICATION.

CONTRACTOR agrees to 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 to the extent 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 or active negligence of CITY.

SECTION 14. 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 subcontractors, 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 SERVICES AGREEMENT NO. 3883

Page 7 of 12

- **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 professional 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.

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

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, 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

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against 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 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

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

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 21. NOTICE.

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

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: Young-Gi Kim Harabedian, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) YKimHarabedian@cityofmontebello.com
If to Contractor:	RL Controls, LLC. Attn: Lena R Walsh, Principal Owner 2G Gill Street Woburn, MA 01801 (781) 932-3349 lena@rlcontrols.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and subcontractors, 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 24. 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3883

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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.

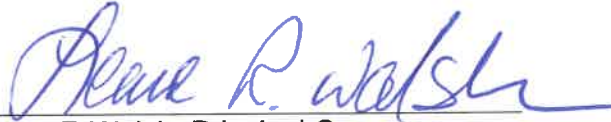
City of Montebello
("CITY")

RL Controls, LLC.
("CONTRACTOR")



René Bobadilla, City Manager

Date: 5/1/2021



Lena R Walsh, Principal Owner

Date:

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENTS:

- Exhibit A – RFP NO. 21-23 Bus Camera Surveillance System
- Exhibit B – Contractor's Proposal
- Exhibit C – Compensation

CITY OF MONTEBELLO
AMENDMENT NO. 1
TO CONTRACT AGREEMENT NO. 3883
WITH RL CONTROLS, LLC

This Amendment No. 1 to Agreement No. 3883 ("**Amendment No. 1**") is made and entered into this January 12th, 2022, by and between the City of Montebello, a municipal corporation duly organized and existing under the law of the State of California ("**Agency**"), and RL Controls, LLC, a company duly organized and existing under the law of the State of California ("**Contractor**"). Agency and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, **Agency** and **Contractor** are Parties to that certain Contract Agreement No. 3883 to assist CITY by providing a fully integrated and functional bus camera surveillance system solution, with an "Effective Date" of April 28th, 2021 ("**Agreement**"), pursuant to which **Agency** contracted with **Contractor** to provide services as defined in the **Agreement**; and

WHEREAS, pursuant to Section 1 ("Services/Compensation"), Paragraph F "Contingency Funds", Contactor may request additional funding from Agency's approved Contingency Amount of up to, and including, Five Hundred-Seventy Five Dollars and Zero Cents (\$575,000) for "Server Project"; and

WHEREAS, upon inspection of Agency's server equipment, Contractor, using its best knowledge and experienced judgment has determined Agency's server equipment is reusable but requires additional subcomponents for it to become fully functional; and

WHEREAS, On December 9, 2021, Contractor submitted a formal Notice of Change (Exhibit A) Request, outlining the cost associated with the transportation and installation of existing servers, as well as, the price quote for each specific subcomponent needed for the Server Project; and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to include contingency funding in a total not-to-exceed amount of One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents (\$192,912) on the conditions set forth in the Agreement and as otherwise provided herein; and

WHEREAS, by exercising the option to use contingency funds of the Agreement, an amendment to Services and Compensation (further defined below) is required.

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: RECITALS. The above-reference Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: AMENDMENT TO COMPENSATION. Through this **Amendment No. 1**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the **NOTICE OF CHANGE** as follows:

*"The agreed-upon compensation for the contingency contemplated in the Agreement and memorialized in **Amendment No. 1 for the NOTICE OF CHANGE**, shall not exceed **One Hundred Ninety-Two Thousand, Nine Hundred Twelve Dollars and 00/100 Cents** (\$192,912). Such sum shall include all amounts payable to **Contractor** for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. **Agency** shall pay **Contractor** upon thirty (30) days of receipt of invoice and full acceptance of product and services by the **Agency**. Said compensation agreed-upon in **Amendment No. 1** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner of time specified in the aforesaid Agreement; and also include those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risk of any description connected with the work."*

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the Services and Compensation of 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.

SECTION 4: COUNTERPARTS. This Amendment No. 1 may be executed in counterparts all of which shall constitute but one original, and the same agreement.

[SIGNATURES ON NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 3883

Page 3 of 3

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Contract Agreement No. 3883 to assist Agency by providing a fully integrated and functional bus camera surveillance system solution as of the day and year first above written.

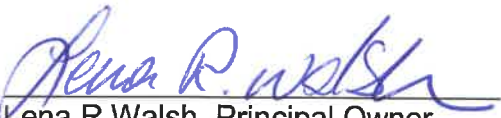
("AGENCY")

("CONTRACTOR")

CITY OF MONTEBELLO

RL CONTROLS, LLC

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

By: 
Lena R Walsh, Principal Owner

ATTEST:

By: 
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit "A"

CONTRACTOR'S NOTICE OF CHANGE



12/19/2021

RL Controls, LLC
Attention: Lena R Walsh, Principal Owner
2G Gill Street
Woburn, MA 01801

Re: **Letter of Intent**

Project: **Bus Camera Surveillance System**

Dear Ms. Walsh:

Please be advised through this Letter of Intent, that the City Council ("City Council") of the City of Montebello ("City") intends to review and consider approving the enclosed Amendment No. 1 to Bus Camera Surveillance System Agreement No. 3883 ("Amendment No. 1") by and between the City and RL Controls, LLC (RL Controls), to use contingency funds for the Server Project (a subproject of the Bus Camera Surveillance System Project), at the January 12th, 2022, City Council meeting that will be held at City Hall at 5:30 p.m.

Enclosed you will find two (2) original sets of Amendment No. 1 to use contingency funds for the Server Project, and provide the City with a turnkey bus camera surveillance system to increase video camera resolution and digital storage capabilities (13 months video footage) while utilizing the City's existing server solution. To expedite the award process, please review and sign each set along with Attachment "A" ("Terms and Conditions"), attached hereto and incorporated herein by this reference, and return to John Soria, Transit Administration Manager, City of Montebello – Montebello Bus Lines at 400 South Taylor Avenue, Montebello, CA 90640, on or before **December 30th, 2021**.

Be advised that this Letter of Intent is subject to the Terms and Conditions outlined in Attachment "A" and no work on the Project shall commence until the City issues a written Notice to Proceed.

Contingent upon City Council approval *and* receiving an active Certificate of Liability Insurance that fulfills the Agreement's requirements, we will return one fully executed Amendment No. 1 for your records. If you have any questions, please contact John Soria, at (323) 558-1625 ext. 106 or via email at jsoria@cityofmontebello.com.

Sincerely,

John Soria
Transit Administration Manager

Attachment: A

1600 West Beverly Boulevard • Montebello, California 90640-3932 • (323)-887-1200

**ATTACHMENT A
TERMS AND CONDITIONS**

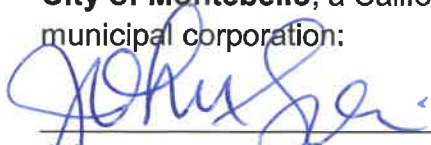
RL Controls acknowledges that many of the actions required to fulfill the terms and conditions of the Agreement and related amendments described in the Letter of Intent dated December 19, 2021, are subject to public review and a vote of the City Council. It is mutually understood that the Letter of Intent does not eliminate these public processes, nor does it legally bind members of the City Council to vote in a particular way on a given item.

Neither party hereto may claim any legal rights against the other by reasons of actions taken in reliance on the nonbinding Letter of Intent including any partial performance of the Project contemplated in it. All money expended by either party prior to the execution of a binding agreement is at such party's sole risk.

Where applicable, RL Controls further acknowledges that the Letter of Intent does not constitute an irrevocable commitment on the part of the City to approve the Project described and does not foreclose the City from considering alternatives to the project or mitigation measures identified as part of the environmental review process required by the California Environmental Quality Act ("CEQA"). The City will undertake CEQA review of the project at the earliest feasible time prior to approval of the project.

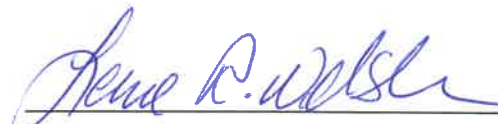
In mutual understanding, the Terms and Conditions related to the Letter of Intent dated December 19, 2021 is executed on:

**City of Montebello, a California
municipal corporation:**



John Soria, Transit Administration
Manager
Dated: 12/29/21

RL Controls, LLC



Lena R Walsh, Principal Owner
Dated: 12/27/2021

**CITY OF MONTEBELLO
AMENDMENT NO. 2
TO CONTRACT AGREEMENT NO. 3883
WITH RL CONTROLS, LLC.**

This Amendment No. 2 to Agreement No. 3883 ("Amendment No. 2") is made and entered into as of the 24th day of May, 2023 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and RL Controls, LLC., a Massachusetts corporation registered to do business under the law of the State of California, ("Contractor"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, City and Contractor are Parties to that certain Contract Agreement No. 3883 to assist the CITY by providing a fully integrated and functional bus camera surveillance system solution, with an effective date of April 28, 2021 (the "Agreement"), pursuant to which City contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, on or about January 12th, 2022, the Parties executed a "Amendment No. 1" to use contingency funds of the Agreement, and amend the services and compensation to the Contractor; and

WHEREAS, on May 9th, 2023, Contractor submitted a formal Completion Date Extension Request (Exhibit A), highlighting the reasons behind the project delay and countermeasures initiated to avoid such recurrence; and

WHEREAS, Section 2 ("Term; Option to Extend; Notice to Proceed; and Survival") the Parties each being mutually satisfied with the other's performance thereof, hereby desire to extend the term of the Agreement to, and including, October 15th, 2023, as authorized by Section 2, Paragraph A, of the Agreement; and

WHEREAS, Section 24 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, both Parties agree to extend the Agreement as provided below.

AMENDMENT NO. 2 TO AGREEMENT NO. 3883

Page 2 of 3

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: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 2, the Parties hereto agree to extend the term of Agreement from March 15th, 2023 up to and including October 15th, 2023; unless terminated pursuant to Section 7 (Termination) of the Agreement, or the Parties agree to further extended in writing by a subsequent amendment to be executed by both Parties.

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of 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. 2 to Agreement No. 3883 to provide the City a fully integrated and functional bus camera surveillance system solution with an Effective Date indicated above.

CITY OF MONTEBELLO

RL CONTROLS, LLC.

("City")

("Contractor")

René Bobadilla, City Manager

Lena R Walsh, Principal Owner

Date:

Date:

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Exhibit "A"

CONTRACTOR'S COMPLETION DATE EXTENSION REQUEST



May 9, 2023

Mr. Rohan Anderson
Senior Management Analyst
City of Montebello, Montebello Bus Lines
400 S. Taylor Ave. Montebello, CA 90640

Subject: Project Completion Amendment

Dear Mr. Anderson,

Per conversation, please amend the contract completion date from March 15, 2023 to October 15, 2023. The reason for the delay in the schedule is a result of the following factors:

- 1) Front Camera Adjustments needing done on twenty-two buses per request of MBL.
- 2) Troubleshooting of existing Cloudian system being required.
- 3) Configuration changes needing to be made such as modifying recording times and lookback times.
- 4) Baseline Power Testing performed by RL Controls field team.
- 5) RL Controls field resources needing to recover videos directly off buses.
- 6) Potential change to scope needed to ensure consistent power.

RLC is committed to install and handover all sixty-six (66) buses on or before October 15, 2023. Please contact me if you have any questions or concerns.

Regards,

David Kearns

David Kearns
Senior Project Manager
RL Controls, LLC

CC:
Michael Kandrack (RLC)



ITEM # 14

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: **ADOPT RESOLUTION NO. 23-32 APPROVING MONTEBELLO BUS LINES' FISCAL YEAR 2023-2024 AND 2024-2025 FREE FARE SCHEDULE**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No 23-32 approving Montebello Bus Lines (MBL) Fiscal Year 2023-24 and FY 2024-25 Free Fare Schedule; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact of the proposed Free Fare Schedule is most accurately calculated by averaging the average daily fare revenue for Fiscal Years 2020-21, 2021-22, and 2022-23 as follows:

Fiscal Year	Average Weekday Ridership	Average Weekday Fare
FY 2020 - 2021	5249	\$3,615
FY 2021 - 2022	7087	\$4,935
FY 2022 - 2023	7719	\$5,296
FY 2023-2024 (Forecasted)	7951	\$5,430
FY 2024-2025 (Forecasted)	8255	\$5,783

By applying the fare revenue average for those three fiscal years to the nineteen (19) proposed Free Fare days, the total cost for MBL's proposed Free Fare Schedule for FY 2023–24 is approximately \$48,870 and for FY 2024-25 is approximately \$57,830.

BACKGROUND/DISCUSSION:

In FY 2020-21, MBL began collaborating with neighboring transit agencies to waive fares on designated days to honor holidays or raise awareness of important events (known as "Free-Fare Days"). The Free-Fare Days program waives fares on designated holidays and important events for all passengers, including passengers transferring from a participating neighboring agency to MBL. By participating in Free-Fare Days, MBL promotes environmental awareness by recognizing days that include Clean Air Day and Earth Day while providing exceptional service and rewards to loyal passengers.

ENVIRONMENTAL:

N/A

ANALYSIS:

By continuing to provide Free-Fare Days, MBL will partner with other Los Angeles County transit partners, including the Los Angeles County Metropolitan Authority ("Metro"), to improve the customer experience while commemorating important holidays. By waiving fares on select days, MBL can promote various initiatives (Earth Day, California Clean Air Day, and Transit Equity Day), reward loyal ridership, and encourage new riders to use the agency's services. For FY 2023-24 and FY 2024-25, MBL will join other transit agencies in commemorating Transit Equity Day, a National Day of Action honoring civil rights leader Rosa Parks, who protested about ending segregated seating on public buses.

The proposed Free-Fare Days include:

- October 4, 2023 (Clean Air Day)
- November 7, 2023 (Municipal Election)
- November 23, 2023 (Thanksgiving)
- December 24, 2023 (Christmas Eve)
- December 25, 2023 (Christmas Day)
- December 31, 2023 (New Year's Eve)
- January 1, 2024 (New Year's Day)
- February 4, 2024 (Transit Equity)
- April 22, 2024 (Earth Day)
- October 2, 2024 (Clean Air Day)
- November 5, 2024 (General Election)
- November 28, 2024 (Thanksgiving)
- December 24, 2024 (Christmas Eve)

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 3 of 3

- December 25, 2024 (Christmas Day)
- December 31, 2024 (New Year's Eve)
- January 1, 2025 (New Year's Day)
- February 4, 2025 (Transit Equity)
- April 22, 2025 (Earth Day)
- October 1, 2025 (Clean Air Day)

If approved, these days will be recognized as MBL's Free-Fare Days for Fiscal Years 2023-24 and 2024-25.

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-32 (Attachment "A") approving MBL's FY 2023-24 and FY 2024-25 Free Fare Schedule; and take such additional related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-32 - MBL Free Fare Schedule

NEXT STEPS:

N/A

RESOLUTION NO. 23-32

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,
ADOPTING THE FISCAL YEARS 2023-2024 AND 2024-2025 FREE
FARE SCHEDULE FOR MONTEBELLO BUS LINES**

RECITALS

WHEREAS, the City of Montebello (the “City”), as a transit bus owner by and through Montebello Bus Lines provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines’ neighboring transit partner, the Los Angeles County Metropolitan Authority (“Metro”), regularly waives fares during certain holidays; and

WHEREAS, many passengers transfer between Montebello Bus Lines and Metro services during such free-fare days; and

WHEREAS, waiving fares during these coordinated and designated “Free-Fare Days” improves morale, encourages new ridership, raises attention to critical issues; and

WHEREAS, fares make up only a small fraction of the total revenue generated by public transit agencies; therefore, the implementation of Free-Fare Days will not detrimentally affect the Montebello Bus Lines’ overall yearly revenue; and

WHEREAS, to streamline Montebello Bus Lines’ Free-Fare Days with Metro’s own, adoption of the Free Fare Schedule for the Fiscal Years 2023-2024 and 2024-2025 is hereby required.

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

SECTION 1: Approvals and Certifications

1. Montebello Bus Lines will waive passenger fares for the following days in Fiscal year 2023-2024:
 - October 4, 2023 (Clean Air Day)
 - November 7, 2023 (Municipal Election)
 - November 23, 2023 (Thanksgiving)
 - December 24, 2023 (Christmas Eve)
 - December 25, 2023 (Christmas Day)
 - December 31, 2023 (New Year’s Eve)

RESOLUTION NO. 23-32

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- January 1, 2024 (New Year's Day)
 - February 4, 2024 (Transit Equity)
 - April 22, 2024 (Earth Day)
2. Montebello Bus Lines will waive passenger fares for the following days in Fiscal year 2024-2025:
- October 2, 2024 (Clean Air Day)
 - November 5, 2024 (General Election)
 - November 28, 2024 (Thanksgiving)
 - December 24, 2024 (Christmas Eve)
 - December 25, 2024 (Christmas Day)
 - December 31, 2024 (New Year's Eve)
 - January 1, 2025 (New Year's Day)
 - February 4, 2025 (Transit Equity)
 - April 22, 2025 (Earth Day)
 - October 1, 2025 (Clean Air Day)
3. The above dates will be formally known as the Montebello Bus Lines' "Fiscal Year 2023-2024 Free Fare Schedule" and "Fiscal Year 2024-2025 Free-Fare Schedule" allowing City staff to further coordinate and implement necessary marketing activities in advance of the promotional dates.
4. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments, and/or changes to the Fiscal Years 2023-2024 & 2024-2025 Free-Fare Schedules, provided such modifications, adjustments, and/or changes are done for a good cause, and advance notice is given to riders of the proposed changes.

SECTION 2: 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 24 day of May 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-32

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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. 23-32 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 24th day of May 2023 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 # 15

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Adrianna Kendricks, Director of Transportation

**SUBJECT: APPROVE ISSUING A RESTROOM RENOVATION SERVICES
REQUEST FOR PROPOSAL (RFP) NO. 23-14**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve issuing a Restroom Renovation Services Request for Proposal, No. 23-14 (RFP No. 23-14); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to issuing RFP No. 23-14 for Restroom Renovation Services Request (Attachment "A"). Once a contractor is selected for award, the City Council will be asked to consider approving a Professional Services Agreement and amend the City of Montebello Department of Transportation's budget as necessary. Funding for this project will be allocated primarily from Transportation's Fiscal Year 2023-24 operating budget: Transit Operating Budget – Outside Contracts.

BACKGROUND/DISCUSSION:

The City of Montebello, Montebello Bus Lines (MBL), is soliciting proposals from highly qualified contractors to provide restroom renovation services to the Operation Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 3

The Operation Division has four (4) restrooms which were a part of the original Transit building constructed over 25 years ago. The restrooms have never undergone any renovations, are outdated, and in desperate need of equipment replacement and maintenance services. After a recent inspection, MBL staff concluded that there was significant water damage near the shower area of the restrooms. Due to the extent of the damage, it was recommended to completely rebuild all four restrooms in the Operation Division of MBL's Transportation Facility.

MBL developed RFP No. 23-14, setting clear expectations and a detailed scope of work, to ensure that the selected contractor will assess the current conditions of each restroom's layout, structure, stalls, equipment, piping and plumbing, lighting, etc., and design and install modern equipment and fixtures to increase efficiency while improving the ambiance of each room.

Once approved, the notice inviting proposals will be published using Planetbids.com, Masstransitmag.com, Transittalent.com, and the Wave Newspaper, beginning May 25, 2023. All bids will be submitted through the Planetbids.com platform. The due date for all proposals will be July 20, 2023. It is anticipated that a vendor will be selected in August with the award of a professional services agreement presented to the City Council for consideration shortly thereafter.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff requests approval to issue RFP No. 23-14, to identify a contractor that will undertake the necessary restroom renovations for the agency. The contractor will provide the requested services outlined in RFP No. 23-14, over a six-month (6-month) period.

A selection process will be used to evaluate proposals based on various qualitative components, and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, proposed project team, qualifications and experience, and technical approach.

<u>Qualitative and Price Considerations</u>		
1	Project Management Plan	15 points
2	Proposed Project Team	10 points
3	Qualifications and Experience	20 points
4	Technical Approach	30 points
5	Best Price Proposal	25 points
Total		100 points

The award selection will be based on a combination of qualitative and price factors to determine the proposal deemed most advantageous to the City.

SUMMARY:

Staff recommends that the City Council approve issuing RFP No. 23-14, attached hereto in substantial form, to solicit proposals from qualified contractors for the renovation of the restrooms at MBL's Transportation Facility; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Request for Proposal (RFP) No. 23-14.

NEXT STEPS:

N/A

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 23-14



TRANSIT RESTROOM RENOVATION SERVICES

May 25th, 2023

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Exhibit F – Bidder's List of sub-Contractor (DBE and Non- DBE)

Exhibit G – Buy America Provisions/ Certificates

Exhibit H – Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions

Exhibit I – Performance Guarantee Certification

Exhibit J – Performance Bond

Exhibit K – Irrevocable Standby Letter of Credit Certificate

Exhibit L – Bank Draft

INTRODUCTION

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals from highly-qualified contractors to provide restroom renovation services to the Operation Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

As the fourth-largest municipal bus system in Los Angeles County, MBL proudly serves 5.2 million passengers a year 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. Our ability to provide reliable and efficient public transportation services is heavily reliant on the well-being and performance of our employees, who play a critical role in delivering these services.

This Request for Proposal (RFP) seeks a contractor to renovate four (4) restrooms. These restrooms were part of the original building construction over 25 years ago. The rooms have never undergone any renovations, are outdated, and need replacement equipment and maintenance services.

The selected contractor will be responsible for providing design, permits, labor, construction supervision, materials, tools, and equipment necessary to complete the renovation.

DATE: May 25th, 2023
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 23-14
TITLE: CITY OF MONTEBELLO (CITY) and MONTEBELLO BUS LINES (MBL)

TRANSIT RESTROOM RENOVATION SERVICES

The City of Montebello (City), Montebello Bus Lines (MBL), is soliciting proposals (“Proposals”) from highly-qualified contractors (“Contractors”) to provide restroom renovation services to the Operation Division at the Transportation Facility. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components, with modern functional restroom equipment and supplies to serve the sanitary needs of the department.

A Pre-Proposal Meeting will be held on **Tuesday, June 13th, 2023**. 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.

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 Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.104
E-mail: randerson@montebellocity.gov

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

Proposals must be received by **Thursday, July 20th, 2023, 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 subcontracts financed in part or 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 is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services based on race, color, or national origin per 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: Adrianna Kendricks
 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	May 25 th , 2023
Pre-Proposal Meeting	Tuesday	June 13 th , 2023, at 10:00 AM PST
Deadline to Submit Questions	Thursday	June 22 nd , 2023, at 3:00 PM PST
Responses to Questions Provided	Thursday	June 29 th , 2023
Deadline to Submit Proposals	Thursday	July 20 th , 2023, at 3:00 PM PST
Presentations & Intent to Award	Week of August 7 th , 2022	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. **Failure to return this checklist along with any of the required forms or attachments may be cause for considering the Proposal non-responsive.**

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 8	
2	Letter of Transmittal	Page # 41	
3	Licensing, Permits, Certificates, and Taxes	Page # 11	
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 DBE Participants	Exhibit E	
9	Bidder's List of sub-Contractor (DBE and Non-DBE)	Exhibit F	
10	Buy America Provisions	Exhibit G	
12	Certification Regarding Debarment, Suspension, and Other Responsibilities Primary Covered Transactions	Exhibit H	
19	Performance Guarantee Certification	Exhibit I	
20	Performance Bond	Exhibit J	
21	Irrevocable Stand-By Letter of Credit Certificate	Exhibit K	
22	Bank Draft	Exhibit L	
	OPTIONAL ITEMS		
23	Requests for exceptions or deviations	Page # 8	

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

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>)

up to the hour of **3:00 p.m. on Thursday, July 20, 2023.**

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 the 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 identifiable by a separate section of the Proposer's submitted Proposal for review by the City. It shall be the right of the City 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. Proposers 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. 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 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 outlined 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 City's Point of Contact 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. The aforesaid 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, Tuesday, June 13th, 2023**. No questions will be answered individually by the City or MBL.

Requests for clarification, questions, and comments must be posted on the PlanetBids.com 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.com. Every attempt will be made to respond 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

Proposers must satisfy themselves by personal examination of any worksite, 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 Proposer 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 City and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six (6) 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 City's committee assigned to review Proposals in response to this RFP ("Evaluation Committee"), the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

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. A certified letter is to be included in the Proposal accompanied by 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 before the date of the 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; or
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for 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 may become public record subject to disclosure, except for those elements determined to be exempt from disclosure according 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 where such disclosure is required by law.

JOINT OFFERS

Where two (2) 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 a 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 the contract. All sub-Contractors of successful Proposer shall abide by all the requirements outlined 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 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 ensures that the protest was received promptly. 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 before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than 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 period specified in the RFP. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful Contractor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between 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 the **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 the invoice.

Payment Schedule: Monthly

Manner: Provide (1) One invoice monthly.

SCOPE OF CONTRACT

The Contractor shall provide all services necessary as per the Scope of Work described in this RFP.

PERFORMANCE OF WORK

These specifications intend to provide only services that meet the standard of care of similar contractors performing similar services in the same or similar locale. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the Contractor provides complete services of the type prescribed. Any items omitted from such specifications that are 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.

ACCESS TO SITE

The Contractor shall have limited use of the Project site for construction operations during the construction period. The use of the site will be limited to the work area. The Contractor shall not disturb other areas of the site without MBL's approval.

Driveways, Walkways, and Entrances: Keep entry driveways and personnel entrances serving premises clear and available to MBL, MBL's employees, and emergency vehicles at all times. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City of Montebello, Montebello Bus Lines (MBL), and the Project Manager's approval.

The Contractor shall coordinate their work with the MBL Project Manager and Transit staff to ensure minimal disruption to the operation of the Transportation Facility during construction. At least two of the four restrooms should remain operational during the renovation process to cater to the needs of the staff. Any shared areas or systems adjacent to the restrooms under renovation must remain fully functional. The

Contractor is also responsible for maintaining the safety and security of portions of the existing building affected by the renovation operations throughout the construction period.

"MBL will continue to occupy the site and the existing building throughout the entire construction period. The Contractor is expected to cooperate with the MBL Project Manager during the construction operations to minimize conflicts and facilitate the ongoing MBL Transit operations. The work must be performed in a way that does not interfere with MBL's day-to-day operations.

SELECTIVE DEMOLITION

MBL will occupy portions of the building immediately adjacent to selective demolition areas. Conduct selective demolition so MBL's operations will not be disrupted. Maintain existing utilities in service and protect them against damage during selective demolition operations. Demolish and remove existing construction only to the extent required by new construction. Dust suppression methods shall be used to minimize dust generation.

PREPARATION

Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain.

- Provide protection to ensure the safe passage of people around selective demolition area and to and from occupied portions of the building.
- Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

AWARD OF CONTRACT

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

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

An Evaluation Committee comprised of MBL staff in accordance with the Proposal Evaluation Criteria set forth in the 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 Professional Services Agreement (“Agreement” see Section 7 – Form of Contract [Sample]) 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 Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, 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 Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@montebellocity.gov

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

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or a project management plan. The award selection is based upon consideration of qualitative 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.

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

- The 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 the proposer can meet the insurance requirements in the RFP should be attached to the proposal.

- The proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the Evaluation Committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the Evaluation 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 the Evaluation Committee members. At this time, the Evaluation Committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The Evaluation Committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the 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 re-scored along with revised Proposals in the same manner as the original Proposals.

EVALUATION CRITERIA

Award will be made to the Contractor 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	<u>Project Management Plan</u> 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.	15 points
2	<u>Proposed Project Team</u> Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of Restroom Renovation Services.	10 points

3	<u>Qualifications and Experience</u> Demonstrate experience completing Restroom Renovation Services projects of the same or similar magnitude. Presentation of a catalog of Restroom demolition and construction experience and expertise most advantageous to the City.	20 points
4	<u>Technical Approach</u> Contractor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. 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	<u>Price</u> 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 – STATE AND LOCAL REQUIREMENTS

COMPLIANCE WITH THE LAW

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. Owner, 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.

PREVAILING WAGES

The contractor is aware of the requirements of California Labor Code ("Labor Code") section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Professional Services are being performed as part of an applicable "public works," as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of the contemplated agreement. Contractor shall make copies of the prevailing rates of per diem wages for each

craft, classification, or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

PAYROLL RECORDS

In accordance with the requirements of Labor Code section 1776, the Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents** (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.

HOURS OF WORK

Pursuant to the provisions of the Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents** (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

The Contractor acknowledges, understands and warrants that it is, or will registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or

subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

CLASSIFICATION OF CONTRACTOR'S LICENSE

The Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code section 3300. The Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 6100. The Contractor and/or sub-contractor shall possess the following types of contractor's license (s) to perform the work pursuant to this Agreement:

- A – "General Engineering" or B – "General Building Contractor"
- C-10 – "Electrical Contractor"

INELIGIBLE CONTRACTOR OR SUBCONTRACTOR

The Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

CONTRACT WITH DEBARRED SUBCONTRACTOR IS VOID

The Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

APPRENTICES

If Labor Code section 1777.5 applies to the contemplated Services, the Contractor and any subcontractor hereunder who employs workers in any apprentice able craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving the Contractor or any subcontractor for the employment and training of apprentices.

SECTION 4 – OTHER REQUIREMENTS

CONTRACT DOCUMENTS: Oral Changes / Contract Termination / 'Buy America' Provision / Permits

- (a) 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.
- (b) 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 (10) 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.

- (c) Buy America: The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:
- (i) When its application is against the public interest (as decided by the FTA Administration on a case-by-case basis).
 - (ii) When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
 - (iii) When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
 - (iv) When the inclusion of domestic material will increase the over-all cost of the project Contract by more than 10 percent in the case of projects for the acquisition of buses and rolling stocks; and 25 percent in the case of all other projects.

The Contractor, who seeks to establish grounds for an exception, must seek the exception, in writing, to the Management Analyst at least fifteen (15) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, MBL reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, MBL reserves the right to not open proposals prior to the resolution of the investigation by FTA.

The Contractor and all Sub-Contractors with contracts of \$100,000 or more are required to certify compliance or non-compliance with this provision by submitting the attached "Buy America Certificate" (Exhibit G), with the proposal.

- (d) Permits: The contractor shall be responsible for obtaining any and all permits required to perform any installations. The installation shall be in complete compliance with the City of Montebello Building, Fire Codes, and CAL OSHA and any other governmental regulations that relate to this contract.

CLEAN AIR/ WATER POLLUTION/ ENERGY CONSERVATION

The Contractor shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C., 1251 et seq.), and all applicable and

mandatory standards, policies, orders, or requirements issued pursuant to Federal statute or regulation relating to energy efficiency that is contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). The contractor is responsible for reporting any violations to MBL and understands and agrees that MBL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

BOND REQUIREMENTS

Bid Guarantee

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 5% of the total bid price.

In submitting this bid, it is understood and agreed by 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 this Contract 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 I. Performance Bid Guarantee)

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the City to ensure faithful performance of the Contract. 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 Contract execution (Exhibit J. 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 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 K. Irrevocable Stand-By Letter of Credit Certificate and Exhibit L. 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.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to the City as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (City) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SECTION 5 – QUALIFICATIONS

To be considered responsive to the RFP, Proposers 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. List and describe a minimum of three (3) projects or experiences, similar to the Project contemplated in this RFP, which the Proposer is currently performing or has performed within the last thirty-six (36) months.
- B. The Contractor must have at least 5 years experience in renovation services.
- C. All electrical work must be performed with a C10 licensed electrician.
- D. The Contractor must have valid liability insurance. Insurance requirements are stated in the General Terms and Conditions.
- E. The Proposer's firm or company 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.
- F. The Proposer's firm or company 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.
- G. Licensed to do business in the State of California. The firm can provide applicable Certifications (if required).

SECTION 6 – SCOPE OF WORK

BACKGROUND

The City of Montebello, Montebello Bus Lines (MBL), is requesting proposals from highly qualified contractors to provide restroom renovation services to the Operation Division at the Transportation Facility. The Division has four restrooms. These restrooms are a part of the original building construction over 25 years ago. The rooms have never undergone any renovations, are outdated, and need replacement equipment and maintenance services. After a recent inspection, MBL staff concluded that there was significant water damage near the shower area of the bathrooms. Due to the extent of the damage, the decision was made to completely rebuild all four restrooms in the Operation Division of MBL Transportation Facility.

PROJECT OVERVIEW

The objective of this project is to renovate the restrooms on the first floor of the Transportation Facility - Operation Division. The selected contractor will remove and replace existing fixtures, piping, and equipment, as well as associated components (e.g., urinals, toilets, sinks, drains, countertops, lighting, finishes, vents, bathroom exhaust fans, heating and cooling systems, etc.), with modern functional restroom equipment and supplies to serve the sanitary needs of the department. The contractor will be responsible for providing design, permits, labor, construction supervision, materials, tools, and equipment necessary to complete the renovation.

The contractor will provide the following deliverables, subject to prior MBL approval, during business hours of 7:30 AM and 5:30 PM (Pacific Standard Time) Monday through Friday as follows:

- **Evaluation:** The contractor will be responsible for assessing the current conditions of the bathroom layout, structure, stalls, equipment, piping and plumbing, lighting, fixtures, etc. This evaluation shall include and identify, but not be limited to: room dimensions, door and/or window openings, room finishes, all bath and toilet fixtures, waste, drains, vent and water supply piping, floor drains, heating and/or cooling outlets, emergency and area light fixtures and electrical devices.
- **Design:** The contractor will provide MBL management staff with design plans and recommendations to increase efficiency while improving the ambiance of each room. The contractor will provide a project schedule that will ensure that MBL staff are never without access to a usable washroom.
- **Demolition/Disposal:** The contractor will be responsible for the demolition of all existing tiles and other materials to rebuild the bathrooms. This includes removal/disposal of all fixtures, such as toilets, urinals, countertops, partitions, light fixtures, vents, and plumbing fixtures.
- **Repairs:** The contractor will make necessary repairs to the structure including replacing the bottom plate of wall(s), reinforcing the floor/ceiling framing, and replacing existing damaged studs.
- **Waterproofing:** The contractor will waterproof the showered areas and ensure the waterproofing is in compliance with the building code requirements for the state of California, using suitable techniques according to industry standards.
- **Shower and wall tiling:** The contractor will tile the showers to the full height of the wall.
- **Plumbing:** The contractor will install a new toilet in each of the larger two (2) restrooms. In the men's restroom, the urinal and toilet will be moved to make room for the additional seat. The contractor will also replace all plumbing fixtures.
- **Stall partitions:** The contractor will remove and replace all stall partitions for toilets and urinals.
- **Countertops and plumbing:** The contractor will add new countertops and plumbing for all bathrooms.
- **Fire system:** The contractor will remove and reinstall existing fire system devices and replace hardware/devices if they are no longer compliant.
- **Drywall, prep surfaces, and paint:** The contractor will be tasked with the installation of drywalls, preparation of surfaces, and painting all non-tiled surfaces within the restroom that require paint.
- **Light fixtures and vents:** The contractor will remove and replace all light fixtures and vents in the bathroom.
- **ADA Compliance:** The contractor is responsible for ensuring that the two (2) smaller restrooms are handicap accessible and demonstrate complete ADA compliance.

TECHNICAL SPECIFICATIONS

The Contractor deliverables should include, but is not limited to:

TILE – (x2 Restrooms)

- T-1 Emser Tile Color TBD 12" x 24" Floor
- T-2 Emser Tile Color TBD 6" x 6" Shower Floor
- T-3 Emser Tile Color TBD 12" x 24" Walls
- TR-1 Schluter Dilex AE Cove Pieces
- TR-2 Schluter Dilex Scheine Corners Inside and Outside
- TR-3 Schluter Schiene AE Tile Trim
- Float Floor 1"-2" TCNA F112
- RG RedGard Waterproofing and Crack Isolation Membrane Roll On

PLUMBING

- Reconfigure Plumbing
- Install New Shower Fixtures
- New Urinals
- New Toilets
- New Lavatory's
- New Trap Primers
- Excavation and Sand Backfill
- Provide access Panes for plumbing

PAINTING

- Painting of ceiling, door jams, and any other non-tiled services requiring painting within the Restrooms, including primers and other relevant prep work.

TOILET**SCREENS**

- Toilet Compartments and Screens 5 Restrooms
- Restroom accessories per plans & specs

MILL**WORK**

- Restroom Countertops - Quart Calacatta
- Fabricated Millwork for Bathroom Vanities

ELECTRICAL

- Restrooms Demo all the lights and install the new Halo LTQ 69691EDM 6" & Halo LTQ406951EDM 4" and exchange fan 10.5W
- Install new light switches.
- All Lights Surface mounts will be removed, and new lights will be installed.

CLEAN UP

The Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the agreement. At the completion of the SOW, the Contractor shall remove and clean up all byproducts, debris, and rubbish caused by the operations under the agreement. If the Contractor fails to clean up, the City may do so, and the cost thereof shall be charged to the Contractor.

TESTING AND ACCEPTANCE

Following the renovation, the Contractor shall perform an acceptance test. A test outline shall be provided to MBL for approval prior to performing the test. The test program shall show that the equipment meets all of the conditions described by the specification and that the equipment will perform as intended.

WARRANTY

- a. Upon completion of the renovation, the awarded Contractor shall provide twelve (12) months of warranty repairs against manufacturing defects in materials, function, and workmanship.
- b. Warranty repairs shall include materials, freight of any kind, travel expenses, mileage, labor, and any other related expenses necessary to correct defects.
- c. In the event of an equipment malfunction or/and any defects during the warranty period, the Contractor will be required to repair any such issue within five (5) days of notification.

SECTION 7 – FORM OF CONTRACT (SAMPLE)

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO.
WITH, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 22, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to to provide restroom renovation services to the Operation Division at the Transportation Facility ("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 Proposals ("RFP") dated May 25, 2023

("RFP No. 23-14") with a proposal dated [INSERT DATE], 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 CONTRACT DOCUMENTS

The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of preference, all which are incorporated herein and made part of this Agreement, as though fully set forth herein.

- A. This Agreement, including any and all addendum, attachments, exhibits or supplemental agreements;
- B. RFP No. 23-14;
- C. CONTRACTOR's Proposal dated [INSERT DATE]; and
- D. All other documents, including but not limited to, all required bonds, insurance, certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 precedent shall be as set forth above.

SECTION 2. 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.

C. 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.

D. 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.

E. 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.

F. 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 3. TERM.

This Agreement shall commence on, 2023 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 6(B), 11, 12, 13, 14, 15, 19, 20, 22, 23 and 26 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. 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. 23-14;
- B. Proposer's [DATE] Proposal for Transit Restroom Renovation 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 5. 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, timecards, 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 6. 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 7. 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 8. CITY SUPERVISION.

CITY's Transportation Director ("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 9. 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 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 10. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 **One Million Dollars and Zero Cents** (\$1,000,000), 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.

CONTRACTOR 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' notice 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 of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. 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 17. CALIFORNIA LABOR CODE

- A. **Licenses, Permits, Fees, and Assessments.** CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law of the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against CITY hereunder. CONTRACTOR shall be responsible for all subcontractors' compliance with this Sub-Section 18(A).
- B. **Prevailing Wage Laws.**
 - i. In accordance with California Labor Code ("Labor Code") section 1770 *et seq.*, the director of the Department of Industrial Relations (DIR) of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in CITY's Department of Public Works ("Public Works") and is hereby incorporated in this Agreement. CONTRACTOR is required to post a copy of such wage rates at all times at the contract site.
 - ii. In accordance with the provisions of Labor Code section 1810 *et seq.*, eight (8) hours is the legal working day. CONTRACTOR must forfeit to CITY Twenty-Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced.
 - iii. CONTRACTOR also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by Labor Code section 1770 *et seq.*, including Sections 1775 and 1776. CONTRACTOR shall comply with all statutory requirements relating to the employment of apprentices, including requirements set forth in Labor Code sections 1777.5 and 1777.6.
 - iv. CONTRACTOR is subject to DIR monitoring and enforcement regarding the payment of wages and payroll records.

- v. Contractor and subcontractors shall report payroll records directly to DIR in accordance with Labor Code section 1771.4.
- C. **Contractor Registration with DIR.** Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, be awarded a public works contract or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5. In compliance with Labor Code Section 1771.4, Contractor is required to post job site notices required by law.
- D. **Type of Contractor License(s).** CONTRACTOR shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:
 - [INSERT CLASS – INSERT LICENSE TITLE]
 - [INSERT CLASS – INSERT LICENSE TITLE]
- E. **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1771.1, 1777.1, or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.
- F. **Workers' Compensation.** CONTRACTOR must secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement as provided in Labor Code sections 1860 and 3700. CONTRACTOR must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to all workers employed to perform the work pursuant to this Agreement before beginning work pursuant to Labor Code Section.

SECTION 18. 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 subcontractor, 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. FORCE MAJEURE

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify CITY in writing of the causes for the delay. CITY shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of CITY such delay is justified. CITY's determination shall be final and conclusive upon the Parties to this Agreement.

SECTION 28. 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

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

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 (RFP) NO. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

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

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

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

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in the 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 review 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: _____

Phone: _____

Email Address: _____

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 Transit Restroom Renovation 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, sub-Contractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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 <i>(Please include contract value, award date, term of contract, and description of work):</i>	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 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$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 \$2,000,000 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, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- 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. 23-14

TRANSIT RESTROOM RENOVATION SERVICES

COST PROPOSAL SHEET

Quantity	Description of Work	Cost of Needs
Lump sum	Evaluation and Design	\$
Lump sum	Demolition and removal of existing equipment	\$
Lump sum	Waterproofing and other Infrastructure setups	\$
Lump sum	Plumbing	\$
Lump sum	New Restroom equipment and installation	\$
Lump sum	Electrical installation cost	\$
Lump sum	Painting	\$
<i>TOTAL</i>		\$

List other costs/fees:

Description

Cost/Fees

_____	_____
_____	_____

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 sub-Contractors (DBE and Non-DBE)****Part I**

The bidder shall list all sub-Contractors (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 sub-Contractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>	<i>Fax</i>	☐ < \$10 million		<i>If YES list DBE #:</i>
		☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-Contractors who provided a quote or bid but were not selected to participate as a sub-Contractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**"BUY AMERICA" PROVISION**

This procurement is subject to the Federal Transit Administration "Buy America" Requirements in 49 CFR Part 661.

A "Buy America" Certificate, as per the format presented below, must be completed and submitted with the bid/proposal. A bid/proposal which does not include the certificate will be considered non-responsive.

A waiver from the "Buy America" Provision may be sought _____ if grounds for the waiver exist.

Section 165a of the Surface Transportation Assistance (STA) Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

This certification shall be fully executed by all bidders/proposers submitting bids/proposals.

The _____ hereby certifies that
(Name of Bidder/ Proposer)

_____ All of the manufacturing processes for steel and manufactured products take place in the United States and all items or material used in the product must be of United States origin.

_____ The cost of rolling stock and bus components produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.

BY: _____
Signature of Company Official Date

Official's Title

OR

The bidder/proposer hereby certifies that it cannot comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982, but may qualify for an exemption to the requirement pursuant to Section 165b of the STA Act and regulations in 49 CFR 661.7.

Signature: _____
Title: _____
Date: _____

EXHIBIT H**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

EXHIBIT I

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 J

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, executors, 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 its 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 due.

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 K
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 L
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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ITEM # 16

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

**SUBJECT: APPROVAL OF B-MAP – PHASE B1 FINAL TRACT MAP NO. 82725
FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 82725 IN
CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN
PROJECT**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council adopt Resolution No. 23-33:

1. Finding that the approval of the B-Map – Phase B1 Final Tract Map No. 82725 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the B-Map – Phase B1 Final Tract Map No. 82725 for a portion of Vesting Tentative Tract Map (“VTTM”) No. 82725 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of B-Map — Phase B1 Final Tract Map No. 82725 for a portion of VTTM No. 82725; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with this particular action. Construction of, and the eventual sales of, these residential units will generate additional property tax. Future

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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budgets will include the positive revenue impacts once the units are built, appraised, placed on the County tax role and sold.

BACKGROUND/DISCUSSION:

In 2015, the City of Montebello approved the Montebello Hills Specific Plan ("Specific Plan") for the development of a master planned residential community on the Montebello Hills Property ("Project"). The Specific Plan is a comprehensive plan for the development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The Project consists of a combination of residential development, public and private parks, and 343 combined acres of open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher ("Gnatcatcher").

Following approval in 2015, opponents challenged the Project in court where the Project was litigated before the Superior Court and Courts of Appeal levels for nearly three (3) years. At each level, the courts found that the Project complied with CEQA, the Brown Act, and was consistent with the City's General Plan and California Planning and Zoning Laws.

On July 10, 2019, the City of Montebello approved the Final "A" Map for Vesting Tentative Tract Map (VTTM) No. 70420 (commonly referred to as an "A" level subdivision map or the "A- Map") subdividing the Montebello Hills Specific Plan Project area into 78 larger lots.

On November 10, 2021, the City approved the VTTM No. 82725, a "B" level subdivision map, subdividing 4 legal lots on portions of the Montebello Hills Specific Plan Project Area into 199 legal lots to allow the development of 851 residential condominium dwelling units, consisting of 551 attached residential dwelling units and 300 detached single-family residential dwelling units, and related amenities ("B-Map - Phase B1 Final Map"). The subject site is located within Planning Areas 3, 4, and 5 as established in the Montebello Hills Specific Plan and the A-Map, which consisted of generally undisturbed vacant land within the City of Montebello. Final Tract Map No. 82725 is the final tract map for a portion of VTTM No. 82725 for the development of 133 detached single family residential dwelling units and 281 attached residential dwelling units for Phase "B1" of the Montebello Hills Specific Plan Project.

ENVIRONMENTAL:

An Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") Guidelines and local procedures for CEQA implementation. The approval of the B-Map – Phase B1 Final Tract Map No. 82725 is a ministerial action and is exempt under CEQA pursuant to the following:(i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred.

Upon approval of this Final Map by the City Council, a Notice of Exemption will be filed with the Los Angeles County Clerk's office.

ANALYSIS:

Consistent with the previously approved VTTM No. 82725, the B-Map - Phase B1 Final Tract Map No. 82725 for the Project is being submitted for approval. The B-Map - Phase B1 Final Tract Map No. 82725 is in substantial conformance to the approved VTTM No. 82725.

This B-Map - Phase B Final Tract Map has been examined and checked for compliance with Title 16 of the Montebello Municipal Code and the California Subdivision Map Act (California Government Code ["Gov. Code"] Section 66410, *et seq.*). Under the Subdivision Map Act, the approval of a final subdivision map is ministerial in nature and "shall be disapproved only for failure to meet or perform requirements or conditions which were applicable at the time of approval of the tentative map" (Gov. Code § 66473) and a "legislative body shall not deny approval of a final or parcel map if it has previously approved a tentative map for the proposed subdivision and if it finds that the final or parcel map is in substantial compliance with the previously approved tentative map." ((Gov. Code § 66474.1). The City Engineer has reviewed and determined that the B-Map - Phase B Final Tract Map substantially complies with all conditions and requirements of the previously approved VTTM No. 82725, the Specific Plan, and EIR. In addition, the City's Director of Planning and Community Development has also determined that the B-Map - Phase B1 Final Tract Map is in substantial conformance with the Specific Plan and the above-referenced approvals.

SUMMARY:

The City Council will consider approval of the B-Map - Phase B1 Final Tract Map for VTTM No. 82725 for the development of 300 detached single family residential dwelling units and 551 attached residential dwelling condominium units for Phase "B" of the Montebello Hills Specific Plan Project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-33
2. Attachment B - Final Tract Map No. 82725
3. Attachment C - CEQA Notice of Exemption

NEXT STEPS:

N/A

RESOLUTION NO. 23-33

**RESOLUTION OF THE CITY OF MONTEBELLO APPROVING
THE B-MAP – PHASE B1 FINAL TRACT MAP NO. 82725 FOR A
PORTION OF VESTED TENTATIVE TRACT MAP NO. 82725**

WHEREAS, the City of Montebello (“City”) approved the Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, an Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation;

WHEREAS, on July 10, 2019, the City approved the Final “A” Map for VTTM No. 70420 (“A-Map”), which subdivided the Montebello Hills Specific Plan Project area into 78 large lots, was in substantial compliance with the approved VTTM No. 70420, applicable conditions of approval, and the Montebello Hills Specific Plan and the Montebello Municipal Code;

WHEREAS, on November 10, 2021, the City approved the Vesting Tentative Tract Map No. 82725 (“VTTM No. 82725”), a “B” level subdivision map, subdividing 4 legal lots on portions of the Montebello Hills Specific Plan Project Area into 199 legal lots to allow the development of 851 residential condominium dwelling units, consisting of 551 attached residential dwelling units and 300 detached single-family residential dwelling units, and related amenities (“B-Map - Phase B1 Final Map”). The subject site is located within Planning Areas 3, 4, and 5 as established in the Montebello Hills Specific Plan and the A-Map, which consisted of generally undisturbed vacant land within the City of Montebello;

WHEREAS, Montebello Municipal Code Chapter 16.16 provides the procedures necessary for the approval of Final Map Statute, and to supplement the provisions of the Subdivision Map Act (Government Code Section 66410 *et seq.*) and the subdivision regulations of the city;

WHEREAS, the Planning Commission conducted a duly noticed public hearing upon said application on September 21, 2021 and recommended to the City Council approval of the entitlements;

WHEREAS, the City Council of the City of Montebello conducted a duly notice public hearing prior to the approval of the Tentative Tract Map on November 10, 2021; and

RESOLUTION NO. 23-33

Page 2 of 3

WHEREAS, the City Engineer and staff have reviewed the B-Map - Phase B1 Final Map finding it to be technically correct and in substantial compliance with the previously approved VTTM No. 82725, the Montebello Hills Specific Plan, all applicable conditions of approval have been substantially satisfied; and

WHEREAS, pursuant to the Government Code 66456.1 and Montebello Municipal Code Section 16.16.030, a final map may be approved and recorded for only a portion of a tentative subdivision map; and

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

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

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

SECTION 2. The City Council hereby finds that the approval of the B-Map - Phase B1 Final Map for VTTM No. 82725 is exempt from the California Environmental Quality Act ("CEQA") pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred.

SECTION 3. The City Council hereby finds that the B-Map - Phase B1 Final Map is consistent with the Montebello City General Plan, the California Subdivision Map Act (California Government Code Section 66410, *et seq.*), and is in substantial compliance with the previously approved Vested Tentative Tract Map No. 82725.

SECTION 4. The B-Map - Phase B1 Final Map for VTTM No. 82725 is hereby approved, and the City Clerk, City Treasurer, and City Engineer are authorized to execute the certificate on the Final Map showing the City's approval.

SECTION 5. . If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and shall continue in full force and effect.

RESOLUTION NO. 23-33

Page 3 of 3

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 24th day of May 2023.

David N. Torres, 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. 23-33 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 24th day of May 2023 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

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 1 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 66 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

CONDOMINIUM NOTE:

THIS IS A MAP OF A RESIDENTIAL CONDOMINIUM PROJECT AS DEFINED
IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA
AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.

OWNERSHIP CERTIFICATE

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE
PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.
THOSE PORTIONS OF MONTEBELLO BOULEVARD AND SEQUOIA AS DEDICATED HEREON. EXCEPTING AND
RESERVING ANY AND ALL RIGHT, TITLE, AND INTEREST IN AND TO ANY WATER, MINERALS, OIL, GAS, AND
OTHER HYDROCARBON SUBSTANCES UNDERLYING THE LAND OR THAT MAY BE PRODUCED FROM THE LAND,
INCLUDING ANY SUBSURFACE PASSTHROUGH RIGHTS.

WE ALSO DEDICATE TO THE CITY OF MONTEBELLO THE FOLLOWING EASEMENTS:

1. THE EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND
EGRESS PURPOSES, AS SHOWN ON THIS MAP.
2. THE EASEMENT FOR SANITARY SEWER MAINTENANCE AND ACCESS PURPOSES AS SHOWN ON THIS MAP.
3. THE EASEMENT FOR STORM DRAIN MAINTENANCE AND ACCESS PURPOSES AS SHOWN ON THIS MAP.

METRO HEIGHTS MONTEBELLO, LLC

A DELAWARE LIMITED LIABILITY COMPANY

BY:

BY:

NAME: BRADLEY HARE
TITLE: DIVISION PRESIDENT

NAME: PETER KIM
TITLE: VICE PRESIDENT, C.O.

NOTARY ACKNOWLEDGMENT

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 } SS

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/HEY 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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT

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 } SS

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/HEY 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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

BENEFICIARY UNDER DEED OF TRUST

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY UNDER DEED OF TRUST
RECORDED MARCH 31, 2021 AS INSTRUMENT NO. 20210503154, OF OFFICIAL RECORDS.

BY:

NAME: STEVEN D. STREHL
TITLE: SENIOR CONSTRUCTION RISK MANAGER

NOTARY ACKNOWLEDGMENT

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 } SS

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/HEY 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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

SIGNATURE OMISSIONS:

SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND
COMPLETE FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN NOVEMBER 2018, IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF METRO HEIGHTS MONTEBELLO, LLC, A DELAWARE LIMITED LIABILITY
COMPANY. IN OCTOBER 2022, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS
TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE
SUCH POSITIONS WITHIN TWELVE MONTHS FROM THE COMPLETION OF IMPROVEMENTS; THAT THE
MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE
NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE THE MONUMENTS WILL BE ON
FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR AND CITY ENGINEER OF THE CITY
OF MONTEBELLO WITHIN TWELVE MONTHS FROM THE COMPLETION OF IMPROVEMENTS.

RICHARD A. TETREAULT
P.L.S. 7418
EXP: 12/31/2023

DATE



CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY
TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS
OF LOCAL ORDINANCES OF THE CITY OF MONTEBELLO APPLICABLE AT THE TIME OF APPROVAL
OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF
SUBDIVISION MAP ACT SECTION 66442(A)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

JAMES ENRIQUEZ
CITY ENGINEER, CITY OF MONTEBELLO
R.C.E. 55520
EXP: 12/31/2024

DATE



CITY CONTRACT SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL
PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE
MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL
RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

STEVEN A. HEISE, P.L.S. 8788
CITY CONTRACT SURVEYOR, CITY OF MONTEBELLO

DATE

CITY CLERK CERTIFICATE

I CHRISTOPHER JIMENEZ, CITY CLERK OF THE CITY OF MONTEBELLO, DO HEREBY CERTIFY THAT THAT
THIS MAP WAS PRESENTED FOR APPROVAL TO AT REGULAR MEETING THEREOF HELD ON
DAY OF _____, 2023, AND THAT THEREUPON SAID CITY COUNCIL DID BY
ON ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE
PUBLIC THE FOLLOWING EASEMENTS AS SHOWN ON THIS MAP:

THE EASEMENT FOR PUBLIC STREET PURPOSES BEING THOSE PORTIONS OF MONTEBELLO
BOULEVARD AND SEQUOIA AS DEDICATED HEREON.

AND DID ALSO ACCEPT THE FOLLOWING EASEMENTS:

1. THE EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND
EGRESS PURPOSES AS DEDICATED.
2. THE EASEMENT FOR STORM DRAIN PURPOSES AS DEDICATED.
3. THE EASEMENT FOR SANITARY SEWER PURPOSES AS DEDICATED.

ON BEHALF OF THE CITY COUNCIL, PURSUANT TO GOVERNMENT CODE SECTIONS 66499.20.2 AND
66434(g), I HEREBY ABANDON THE FOLLOWING EASEMENTS WITHIN THE BOUNDARY OF THIS MAP:

1. THE EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICLE INGRESS AND EGRESS,
SANITARY SEWER PURPOSES, AND STORM DRAIN PURPOSES (EASEMENTS A, B, AND C) AS
DEDICATED ON TRACT NO. 82724 FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, NOT
SHOWN HEREON.

CHRISTOPHER JIMENEZ
CITY CLERK - CITY OF MONTEBELLO

DATE:

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF
MONTEBELLO TO WHICH THE LAND INCLUDED WITHIN THIS SUBDIVISION OR ANY PART THEREOF IS
SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

RAFAEL GUTIERREZ
CITY TREASURER - CITY OF MONTEBELLO

DATE:

COUNTY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF
STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM
SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE
CITY ENGINEER.

DEPUTY
DIEGO G. RIVERA
L.S. NO. 9742
EXPIRES:

DATE



LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF
\$ _____
HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF
TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND
SHOWN ON MAP OF TRACT 82725 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA.

BY: _____ DEPUTY _____ DATE: _____

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF
SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA.

BY: _____ DEPUTY _____ DATE: _____

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(A)(3)&(A)&(C) OF THE SUBDIVISION MAP ACT:
J.M. KENT, HOLDER OF A OIL AND GAS LEASE, RECORDED NOVEMBER 9, 1915 IN BOOK 106, PAGE 39 OF LEASES. NO LETTER HAS BEEN SENT DUE TO THE SIGNATURES ARE IMPOSSIBLE OR IMPRACTICAL TO OBTAIN.

CITY OF MONTEBELLO, HOLDER OF AN AGREEMENT FOR SLOPE MAINTENANCE WAY PURPOSES, RECORDED OCTOBER 7, 1971, AS INSTRUMENT NO. 2502, OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD).

CITY OF MONTEBELLO, HOLDER OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE MAINTENANCE OF STREET LIGHTING, LANDSCAPE AND SIDEWALKS, RECORDED SEPTEMBER 27, 1988 AS INSTRUMENT NO. 88-1546430, OF OFFICIAL RECORDS. (BLANKET OVER MONTEBELLO AND PLAZA DRIVE).

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 10, 2020 AS INSTRUMENT NO. 20200278192, OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 19 AND 24 OF TRACT NO. 70420 M.B. 1417/58-86 - LOT LIMITS INCORRECTLY SHOWN ON THE PLAT). AMENDED APRIL 30, 2021 AS INSTRUMENT NO. 20210695704, OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOT 21 WITHIN STREET "A" AND LOT 70 OF TRACT NO. 70420 M.B. 1417/58-86).

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 18, 2021 AS INSTRUMENT NO. 20210792882 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 17, 19, 21, 22, 24, 61 AND 65 OF TRACT NO. 70420 M.M. 1417/58-86).

PACIFIC BELL TELEPHONE COMPANY, HOLDER OF AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES, RECORDED JUNE 24, 2021 AS INSTRUMENT NO. 20210991667 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 17, 19, 21, 22, 24, 61 AND 65 OF TRACT NO. 70420 M.M. 1417/58-86).

PACIFIC BELL TELEPHONE COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2021 AS INSTRUMENT NO. 20211884979 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 73 THROUGH 81, INCLUSIVE OF TRACT NO. 82724 M.M. 1430/56-74). (SEE SHEET 19).

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 03, 2022 AS INSTRUMENT NO. 20220001903 OF OFFICIAL RECORDS. (SEE SHEETS 14 AND 18).

SAN GABRIEL VALLEY WATER COMPANY, HOLDER OF EASEMENTS FOR WATER SERVICES, RECORDED MARCH 11, 2022 AS INSTRUMENT NO. 20220284863 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 73 THROUGH 81, INCLUSIVE OF TRACT NO. 82724 M.M. 1430/56-74) (SEE SHEET 19).

METRO HEIGHTS AT MONTEBELLO HILLS COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, HOLDER OF AN EASEMENT FOR ACCESS, USE AND ENJOYMENT AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 17, 2023 AS INSTRUMENT NO. 20230105454 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOT 72 TRACT NO. 82724 M.M. 1430/56-74).

BASIS OF BEARINGS:

THE BASIS OF BEARINGS SHOWN FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83), BASED LOCALLY BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "WNRA" AND "GVR5", BEING "N 32°08'38" E" (BASIS OF BEARINGS) (GRID) AND REPRESENTED HEREON BY THE NEW CENTERLINE OF SAN GABRIEL BOULEVARD BEING "N 41°55'41" W", ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

DATUM STATEMENT:

COORDINATES SHOWN HEREON ARE GRID VALUES (UNLESS OTHERWISE NOTED) AND ARE BASED ON THE NAD83, CCS83, ZONE 5, (2017.50 EPOCH) AS DERIVED FROM GEODETIC VALUES PUBLISHED AND COMPUTED BY THE SCRIPPS ORBIT & PERMANENT ARRAY CENTER (SOPAC) AND/OR CALIFORNIA SPATIAL REFERENCE SYSTEM (CSRS), RESPECTIVELY ON 11/11/2017.

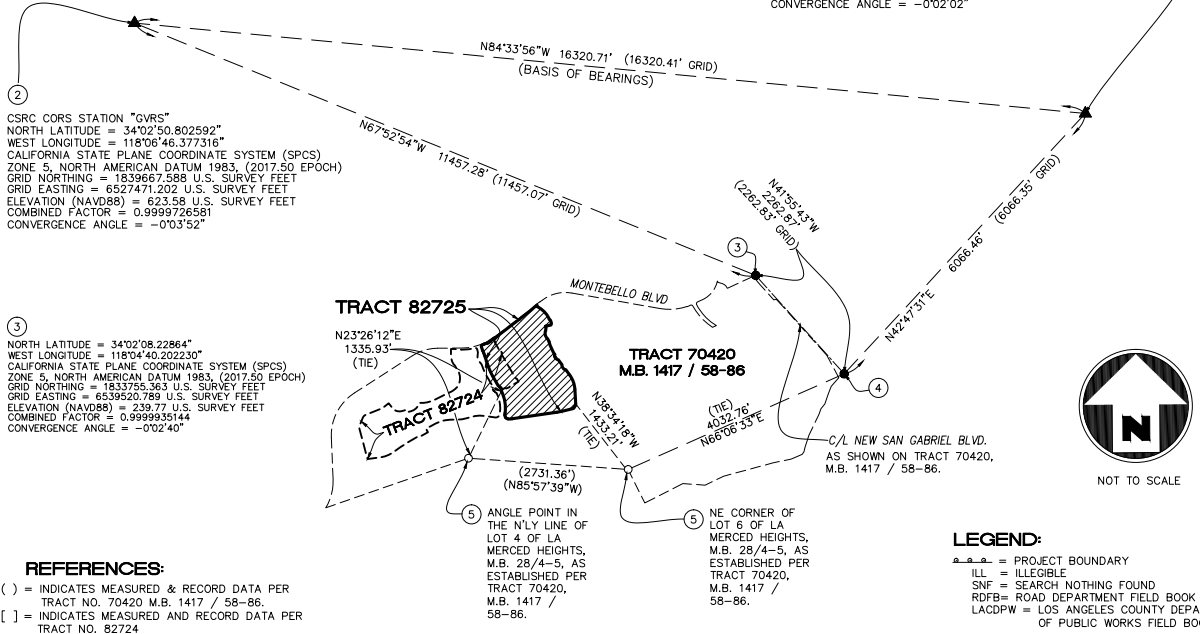
ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.
TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.999982064, DERIVED LOCALLY AT THE MID-POINT OF THE BASIS OF BEARINGS
(BEING THE MEAN COMBINATION FACTOR OF CSRS STATIONS "WNRA" & "GVR5").

FOR THE PURPOSES OF THIS SURVEY THIS VALUE IS ACCEPTED AS THE "PROJECT SPECIFIC" COMBINATION FACTOR AND THE MID-POINT OF THE BASIS OF BEARINGS IS THE "PROJECT SPECIFIC" SCALE POINT.

TIED TO THE NEW CENTERLINE OF SAN GABRIEL BOULEVARD, AS SHOWN HEREON.

BENCHMARK:

LACDPW BENCHMARK "Y-11800"
NORTH LATITUDE = 34°02'01.63540"
WEST LONGITUDE = 118°04'33.75450"
CALIFORNIA STATE PLANE COORDINATE SYSTEM (SPCS)
ZONE 5, NORTH AMERICAN DATUM 1983, (2017.50 EPOCH)
GRID NORTHING = 1834686.850 U.S. SURVEY FEET
GRID EASTING = 653667.262 U.S. SURVEY FEET
ELEVATION (NAVD88) = 230.968 U.S. SURVEY FEET
COMBINED FACTOR = 0.9999943318
CONVERGENCE ANGLE = -0°02'36"



TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 3 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

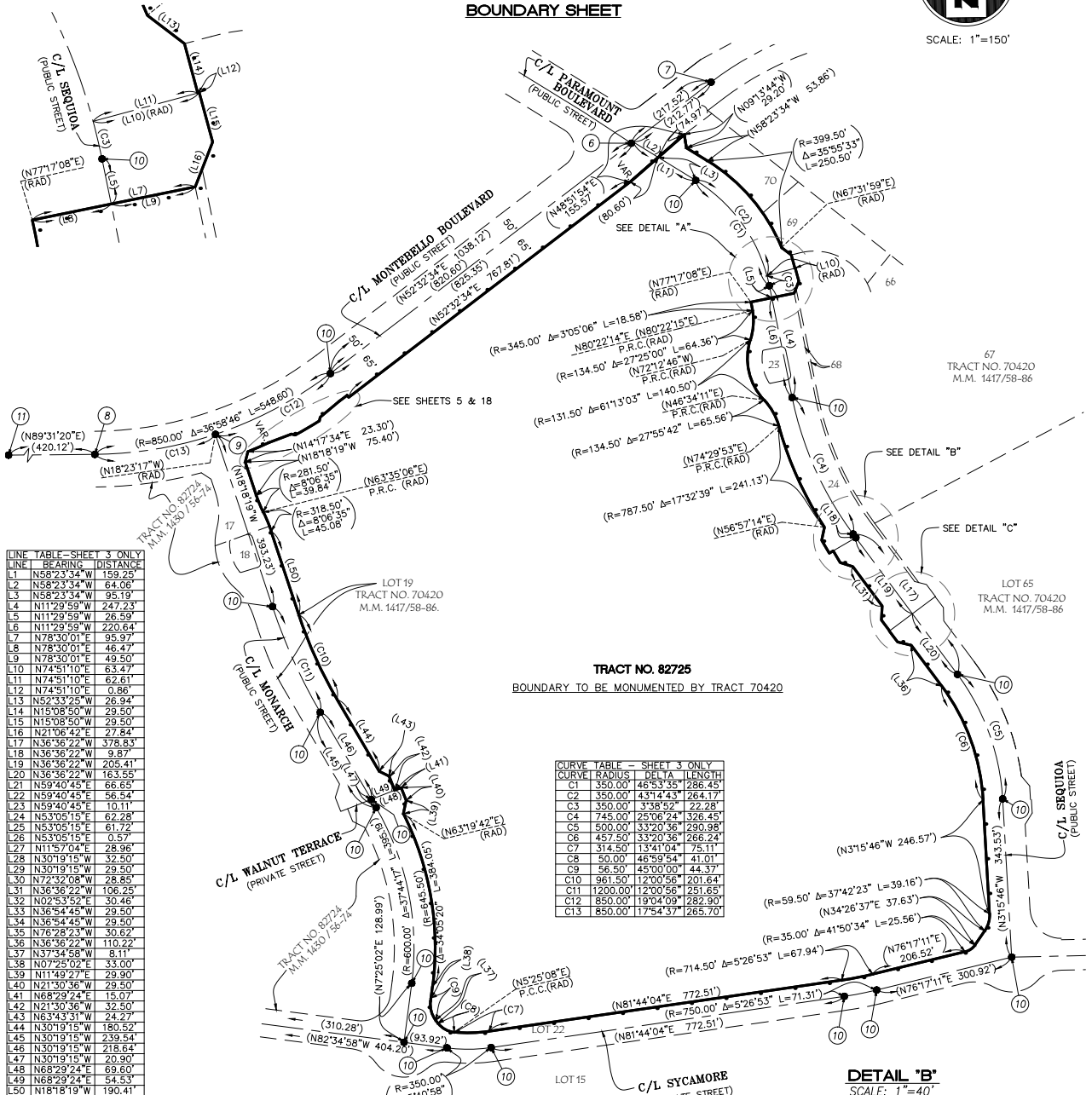
WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



DETAIL "A"

SCALE: 1"=40'

BOUNDARY SHEET



LINE	BEARING	DISTANCE
L1	N52°34'44"W	159.25
L2	N58°23'34"W	64.06
L3	N58°23'34"W	95.19
L4	N11°29'59"W	247.23
L5	N11°29'59"W	26.59
L6	N11°29'59"W	220.64
L7	N78°30'01"E	95.97
L8	N78°30'01"E	46.47
L9	N78°30'01"E	49.50
L10	N74°51'10"E	63.47
L11	N74°51'10"E	62.61
L12	N74°51'10"E	0.86
L13	N52°33'55"W	26.94
L14	N15°08'50"W	29.50
L15	N15°08'50"W	29.50
L16	N21°06'42"E	27.84
L17	N36°36'22"W	378.83
L18	N36°36'22"W	9.87
L19	N36°36'22"W	205.41
L20	N36°36'22"W	163.55
L21	N59°40'45"E	66.65
L22	N59°40'45"E	56.94
L23	N59°40'45"E	10.11
L24	N53°05'15"E	62.28
L25	N53°05'15"E	61.72
L26	N53°05'15"E	0.57
L27	N11°19'04"E	28.96
L28	N30°19'15"W	32.50
L29	N30°19'15"W	29.50
L30	N72°12'08"W	28.85
L31	N36°36'22"W	106.25
L32	N02°53'52"E	30.46
L33	N36°54'45"W	29.50
L34	N36°54'45"W	29.50
L35	N76°28'23"W	30.67
L36	N36°36'22"W	110.22
L37	N37°34'58"W	8.11
L38	N07°25'02"E	33.00
L39	N11°49'27"E	29.90
L40	N21°30'36"W	29.50
L41	N68°29'24"E	15.07
L42	N21°30'36"W	32.50
L43	N63°43'31"W	24.27
L44	N30°19'15"W	180.52
L45	N30°19'15"W	239.54
L46	N30°19'15"W	218.64
L47	N30°19'15"W	20.90
L48	N68°29'24"E	69.60
L49	N68°29'24"E	54.53
L50	N18°18'19"W	190.41

CURVE	RADIUS	DELTA	LENGTH
C1	350.00'	46°53'35"	286.45'
C2	350.00'	43°14'43"	264.17'
C3	350.00'	3°38'52"	22.28'
C4	745.00'	25°06'24"	326.45'
C5	500.00'	33°20'36"	290.98'
C6	457.50'	33°20'36"	266.24'
C7	314.50'	13°41'04"	75.11'
C8	50.00'	46°59'54"	41.01'
C9	56.50'	45°00'00"	44.37'
C10	961.50'	12°00'56"	201.64'
C11	1200.00'	12°00'56"	251.65'
C12	850.00'	19°04'09"	282.90'
C13	850.00'	17°54'37"	265.70'

EASEMENT NOTES:

- (A) INDICATES AN EASEMENT FOR EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS AND EGRESS PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.
- (B) INDICATES AN EASEMENT FOR SANITARY SEWER PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.
- (C) INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES, DEDICATED TO THE CITY OF MONTEBELLO HEREON.
- (D) INDICATES AN EASEMENT FOR FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MAY 10, 2020 AS INSTRUMENT NO. 20200278192, OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOT 21 WITHIN STREET "A" AND LOT 70 OF TRACT NO. 70420 M.B. 1417/58-86). (SEE SHEET 6).
- (E) INDICATES AN EASEMENT FOR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC BELL TELEPHONE COMPANY, RECORDED DECEMBER 20, 2021 AS INSTRUMENT NO. 202111884979 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 73 THROUGH 81, INCLUSIVE OF TRACT NO. 82724 M.B. 1430/56-74). (SEE SHEET 19).
- (F) INDICATES AN EASEMENT FOR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 03, 2022 AS INSTRUMENT NO. 20220001903 OF OFFICIAL RECORDS. (SEE SHEETS 14 AND 18).
- (G) INDICATES EASEMENTS FOR WATER SERVICES, IN FAVOR OF SAN GABRIEL VALLEY WATER COMPANY, RECORDED MARCH 11, 2022 AS INSTRUMENT NO. 20220284863 OF OFFICIAL RECORDS. (BLANKET IN NATURE OVER LOTS 73 THROUGH 81, INCLUSIVE OF TRACT NO. 82724 M.B. 1430/56-74) (SEE SHEET 19).

DETAIL "C"

SCALE: 1"=40'

DETAIL "B"

SCALE: 1"=40'

NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC
NUMBER OF LOTS:
70 NUMBERED

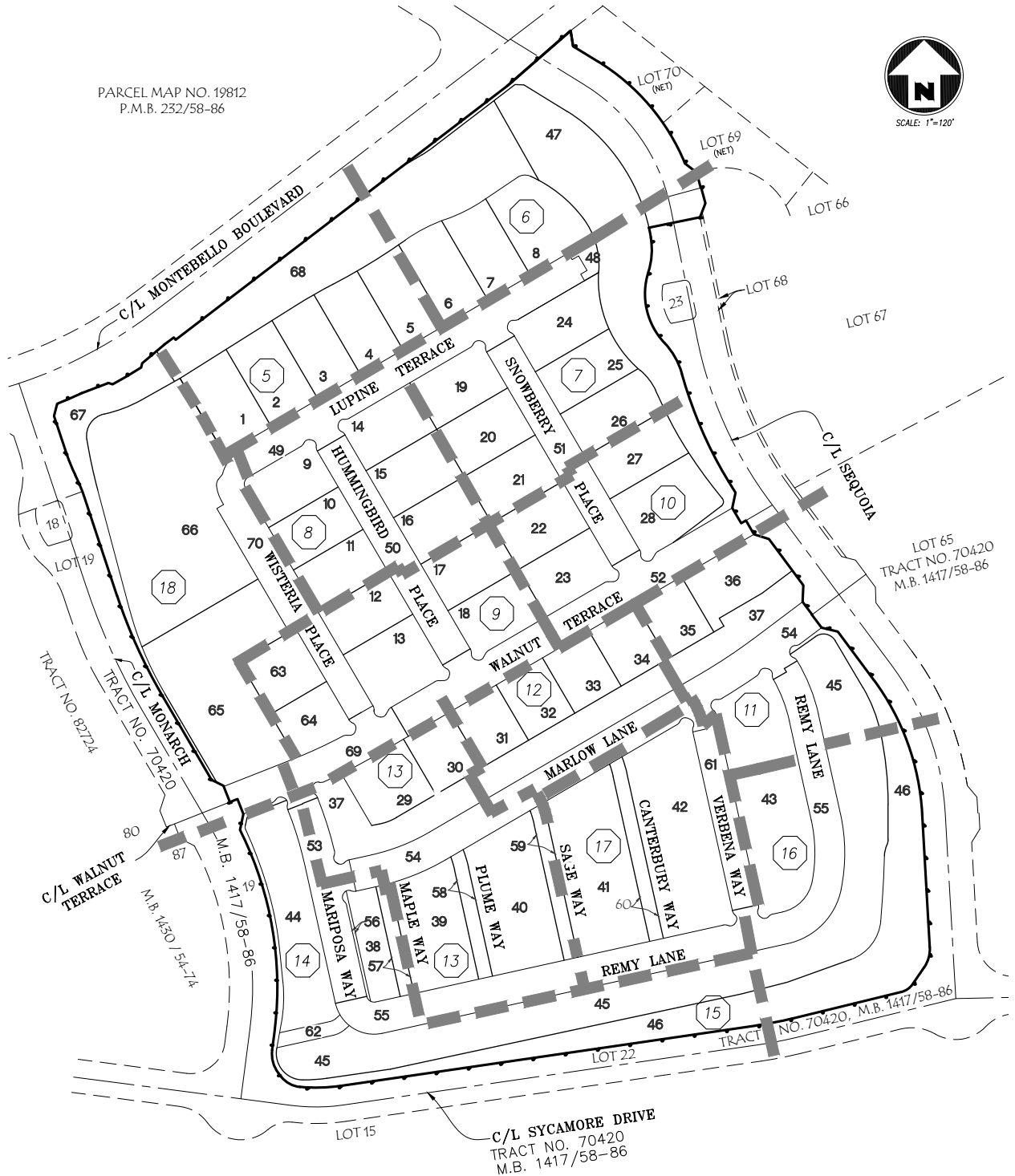
TRACT NO. 82725

SHEET 4 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

INDEX SHEET

PARCEL MAP NO. 19812
P.M.B. 232/58-86



SHEET INDEX

INDICATES SHEET NUMBER

LOT PURPOSE:

LOTS 1 THROUGH 48, 63, 64, 67 AND 68 ARE FOR RESIDENTIAL PURPOSES.
LOTS 49 THROUGH 55, 57 THROUGH 61, 69 AND 70 ARE FOR PRIVATE STREET PURPOSES.
LOTS 65 AND 66 ARE FOR RECREATION CENTER PURPOSES.
LOTS 37, 46 THROUGH 48 AND 56 ARE FOR LANDSCAPE PURPOSES.
LOT 62 IS FOR PRIVATE COURT PURPOSES.

NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 77, MAP 141, 142-43, 144-45, 146-47, 148-49, 150-51, 152-53, 154-55, 156-57, 158-59, 160-61, 162-63, 164-65, 166-67, 168-69, 170-71, 172-73, 174-75, 176-77, 178-79, 180-81, 182-83, 184-85, 186-87, 188-89, 190-91, 192-93, 194-95, 196-97, 198-99, 200-201, 202-203, 204-205, 206-207, 208-209, 210-211, 212-213, 214-215, 216-217, 218-219, 220-221, 222-223, 224-225, 226-227, 228-229, 230-231, 232-233, 234-235, 236-237, 238-239, 240-241, 242-243, 244-245, 246-247, 248-249, 250-251, 252-253, 254-255, 256-257, 258-259, 260-261, 262-263, 264-265, 266-267, 268-269, 270-271, 272-273, 274-275, 276-277, 278-279, 280-281, 282-283, 284-285, 286-287, 288-289, 290-291, 292-293, 294-295, 296-297, 298-299, 300-301, 302-303, 304-305, 306-307, 308-309, 310-311, 312-313, 314-315, 316-317, 318-319, 320-321, 322-323, 324-325, 326-327, 328-329, 330-331, 332-333, 334-335, 336-337, 338-339, 340-341, 342-343, 344-345, 346-347, 348-349, 350-351, 352-353, 354-355, 356-357, 358-359, 360-361, 362-363, 364-365, 366-367, 368-369, 370-371, 372-373, 374-375, 376-377, 378-379, 380-381, 382-383, 384-385, 386-387, 388-389, 390-391, 392-393, 394-395, 396-397, 398-399, 400-401, 402-403, 404-405, 406-407, 408-409, 410-411, 412-413, 414-415, 416-417, 418-419, 420-421, 422-423, 424-425, 426-427, 428-429, 430-431, 432-433, 434-435, 436-437, 438-439, 440-441, 442-443, 444-445, 446-447, 448-449, 450-451, 452-453, 454-455, 456-457, 458-459, 460-461, 462-463, 464-465, 466-467, 468-469, 470-471, 472-473, 474-475, 476-477, 478-479, 480-481, 482-483, 484-485, 486-487, 488-489, 490-491, 492-493, 494-495, 496-497, 498-499, 500-501, 502-503, 504-505, 506-507, 508-509, 510-511, 512-513, 514-515, 516-517, 518-519, 520-521, 522-523, 524-525, 526-527, 528-529, 530-531, 532-533, 534-535, 536-537, 538-539, 540-541, 542-543, 544-545, 546-547, 548-549, 550-551, 552-553, 554-555, 556-557, 558-559, 560-561, 562-563, 564-565, 566-567, 568-569, 570-571, 572-573, 574-575, 576-577, 578-579, 580-581, 582-583, 584-585, 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2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 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WILSON MIKAMI CORPORATION
RICHARD A. TETREULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGE 238, OF THE PUBLIC RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA,
73, 81 AND 82 OF THE PUBLIC RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA,
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA,
WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

SHEET 8 OF 19 SHEETS

SEE SHEET 5

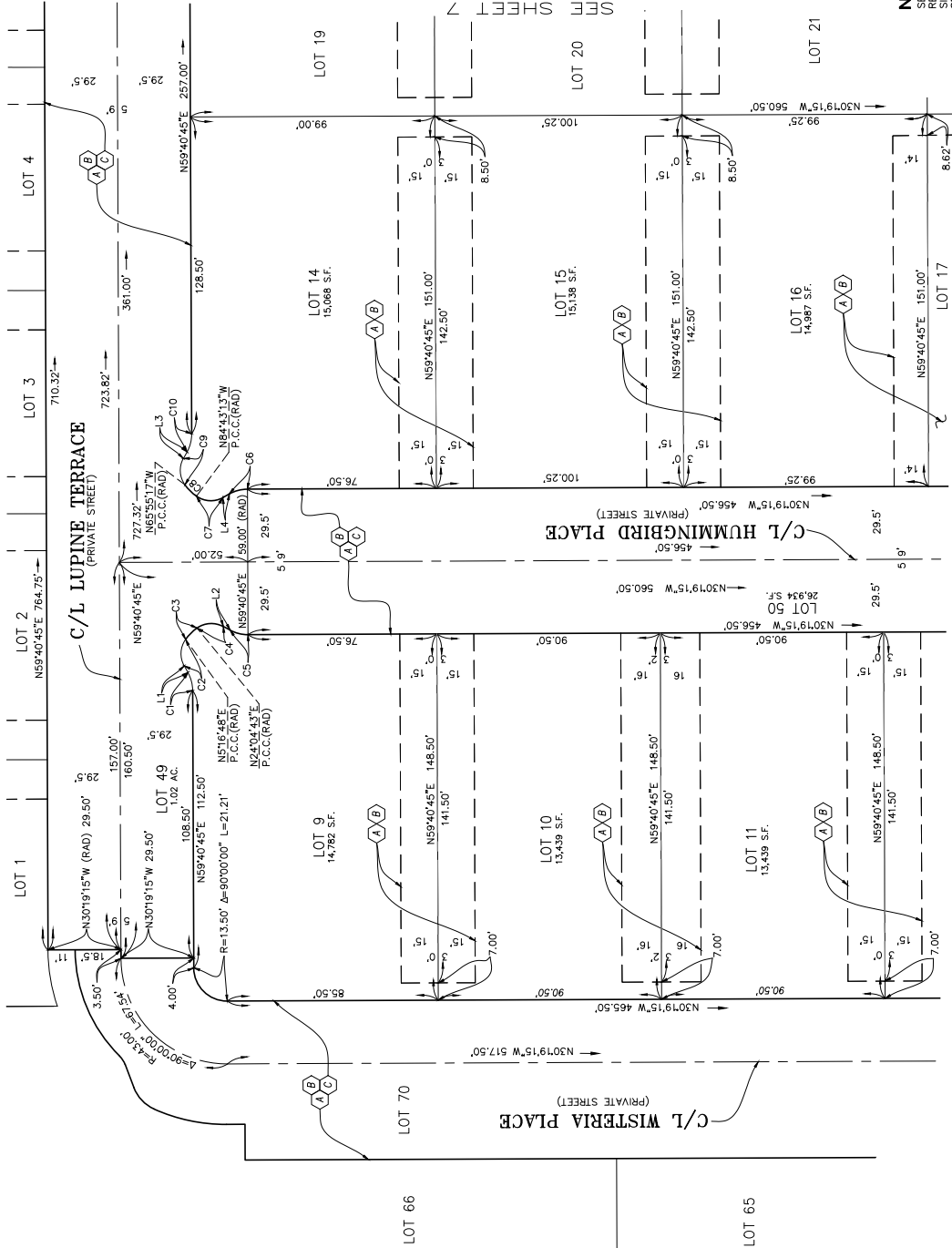


SCALE: 1" = 30'

LINE TABLE - SHEET 8 ONLY			
LINE	BEARING	LENGTH	
L1	N30°41'32"E	3.09'	
L2	N1°20'01"W	3.09'	
L3	N88°39'58"E	3.09'	
L4	N59°18'29"W	3.09'	

SEE SHEET 18

CURVE TABLE - SHEET 8 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	28°59'13"	7.59'
C2	10.00'	64°35'16"	11.27'
C3	20.00'	18°47'56"	6.56'
C4	10.00'	64°35'16"	11.27'
C5	15.00'	28°59'14"	7.59'
C6	15.00'	28°59'14"	7.59'
C7	10.00'	64°35'16"	11.27'
C8	20.00'	18°47'56"	6.56'
C9	10.00'	64°35'15"	11.27'
C10	15.00'	28°59'13"	7.59'



SEE SHEET 6

NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 66 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

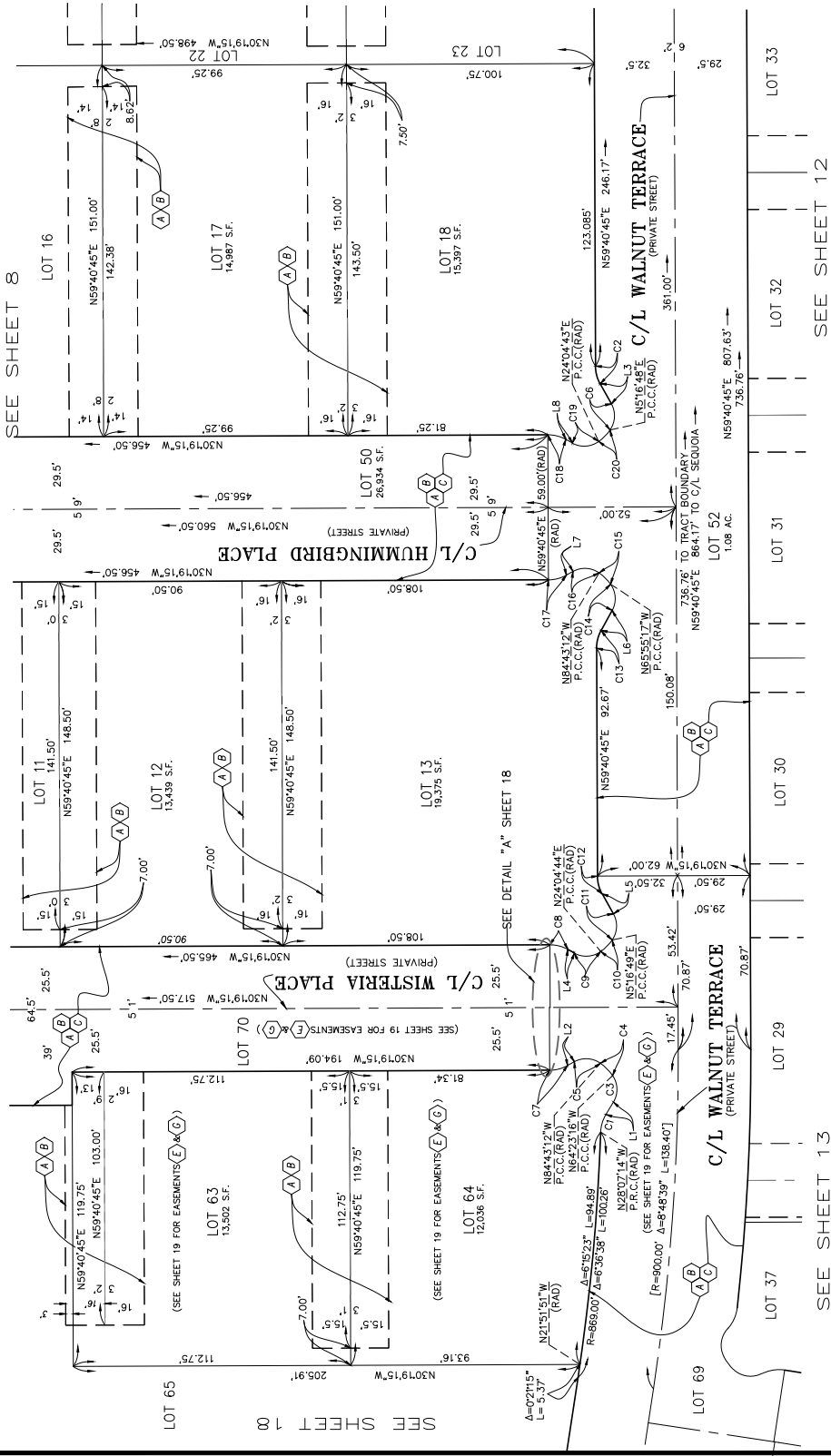
WILSON MIKAMI CORPORATION RICHARD A. TETREault P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

LINE TABLE - SHEET 9 ONLY		
LINE	BEARING	LENGTH
L1	N89°10'05"W	5.91'
L2	N59°18'28"W	3.09'
L3	N30°41'32"E	9.28'
L4	N1°20'01"W	3.09'
L5	N30°41'32"E	9.28'
L6	N88°39'58"E	9.28'
L7	N59°18'29"W	3.09'
L8	N1°20'01"W	3.09'

CURVE		TABLE	RADIUS	DELTA	LENGTH
C1	15.00°	28'59"13"	7.58'		
C2	15.00°	28'59"13"	7.59'		
C3	10.00°	65°13'11"	11.38'		
C4	20.00°	20°19'56"	11.30'		
C5	10.00°	64°35'16"	11.27'		
C6	10.00°	64°35'16"	11.27'		
C7	15.00°	28'59"13"	7.59'		
C8	15.00°	28'59"13"	7.59'		
C9	10.00°	65°13'11"	11.37'		
C10	20.00°	18°47'55"	6.56'		
C11	20.00°	64°35'17"	11.27'		
C12	15.00°	28'59"13"	7.59'		
C13	15.00°	28'59"13"	7.59'		
C14	10.00°	64°35'15"	11.27'		
C15	20.00°	18°47'55"	6.56'		
C16	10.00°	28'59"14"	11.27'		
C17	15.00°	28'59"14"	7.59'		
C18	15.00°	28'59"14"	7.59'		
C19	10.00°	65°13'11"	11.37'		
C20	20.00°	18°47'55"	6.56'		



NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

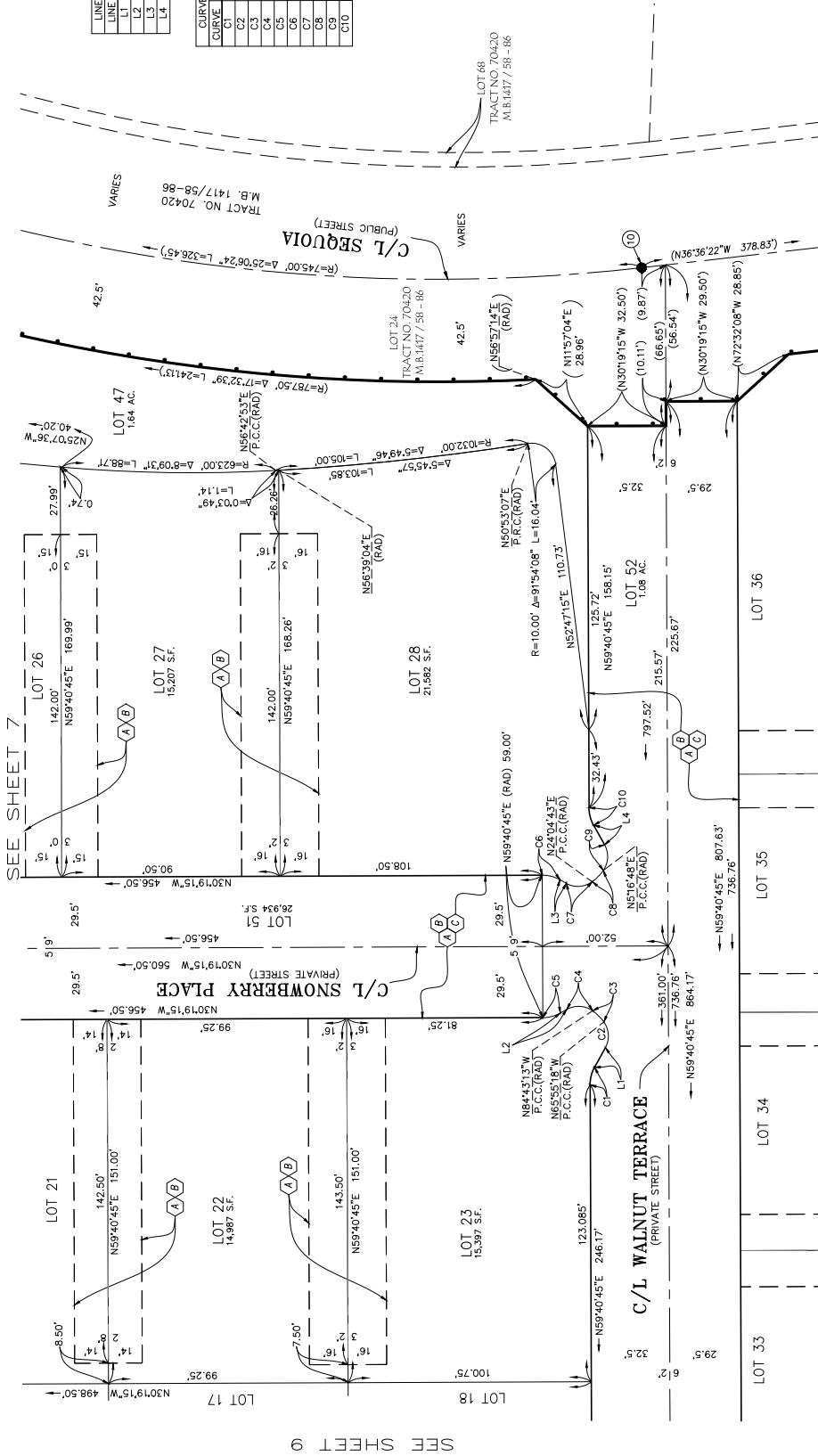
TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT NO. 70420, FIDELITY AND SECURITY TRACT, MAPS 1417/58-86, 1417/58-86, 1417/58-86, 1417/58-86,
73, 81 AND 82, ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED IN THE RECORDS OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



LINE TABLE - SHEET 10 ONLY			
LINE	BEARING	LENGTH	
L1	N86°39'59"E	9.28'	
L2	N59°18'29"W	3.09'	
L3	N72°01'11"W	3.09'	
L4	N30°41'32"E	9.28'	

CURVE TABLE - SHEET 10 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	28°59'13"	7.59'
C2	10.00'	64°35'16"	11.27'
C3	20.00'	18°47'55"	6.56'
C4	10.00'	64°35'16"	11.27'
C5	15.00'	28°59'14"	7.59'
C6	15.00'	28°59'14"	7.59'
C7	10.00'	64°35'16"	11.27'
C8	20.00'	18°47'55"	6.56'
C9	10.00'	64°35'16"	11.27'
C10	15.00'	28°59'13"	7.59'

SEE SHEET 12

SEE SHEET 11

NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 11 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

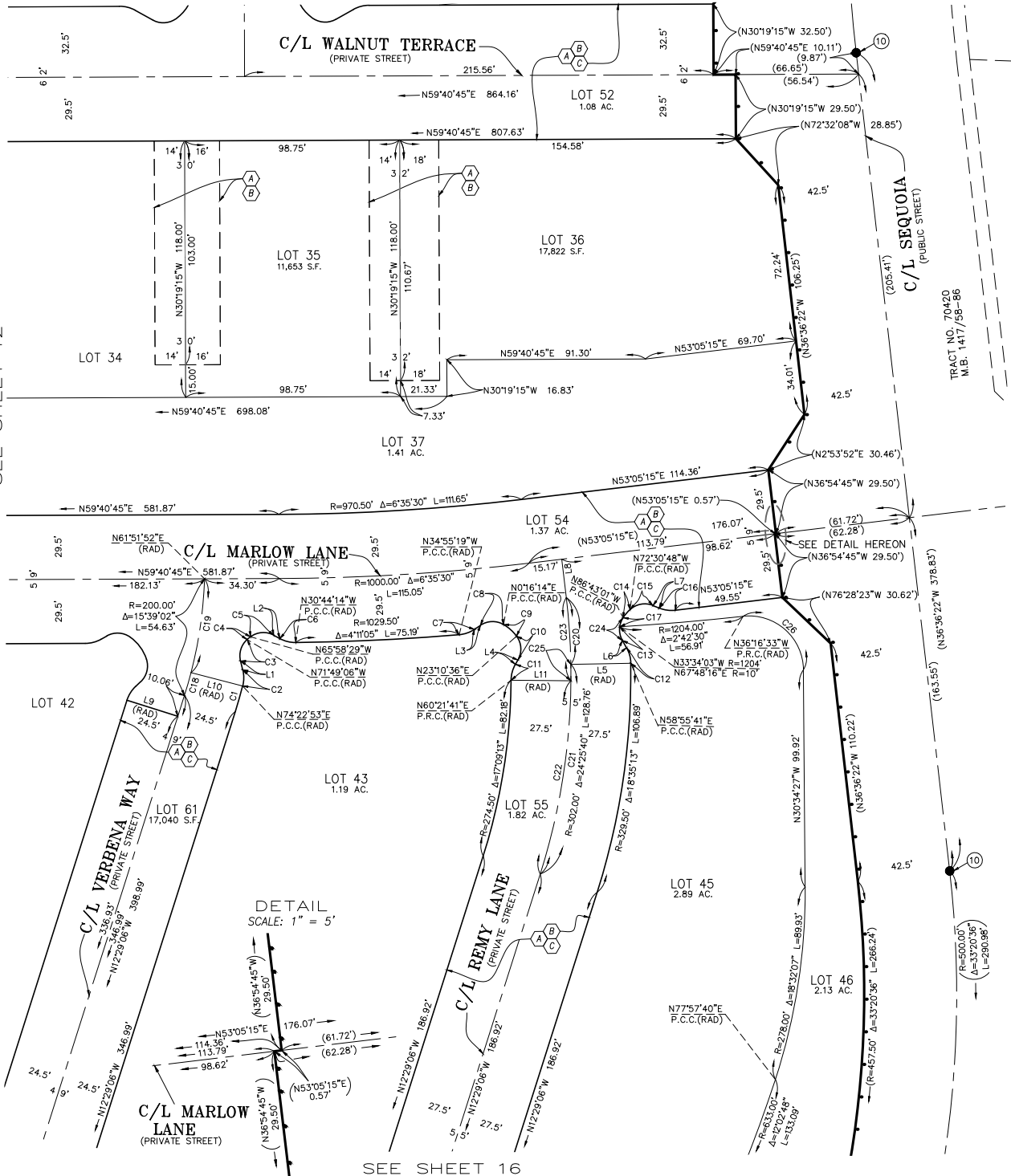


SEE SHEET 10

SCALE: 1" = 30'

SEE SHEET 12

SEE SHEET 17



SEE SHEET 16

CURVE TABLE - SHEET 11 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	224.50'	3°08'01"	12.28'
C2	15.00'	28°34'43"	7.43'
C3	10.00'	62°11'44"	10.86'
C4	20.00'	5°50'37"	2.04'
C5	10.00'	64°17'09"	11.22'
C6	15.00'	29°02'53"	7.60'
C7	15.00'	28°51'47"	7.56'
C8	10.00'	64°03'20"	11.18'
C9	20.00'	22°54'21"	8.00'
C10	10.00'	66°35'46"	11.62'
C11	15.00'	29°24'40"	7.70'
C12	15.00'	28°34'36"	7.48'

CURVE TABLE CONTINUED - SHEET 11 ONLY			
C13	10.00'	37°27'11"	6.54'
C14	20.00'	14°12'13"	4.96'
C15	10.00'	64°35'16"	11.27'
C16	15.00'	28°59'13"	7.59'
C17	10.00'	25°28'43"	4.45'
C18	200.00'	3°08'01"	10.94'
C19	200.00'	12°31'01"	43.69'
C20	302.00'	5°50'27"	30.79'
C21	302.00'	18°35'13"	97.97'
C22	302.00'	17°09'13"	90.42'
C23	302.00'	7°16'27"	38.34'
C24	10.00'	62°55'54"	10.98'
C25	302.00'	1°26'00"	7.55'
C26	25.00'	95°42'06"	41.76'

LINE TABLE - SHEET 11 ONLY		
LINE	BEARING	LENGTH
L1	N44°00'50"W	4.24'
L2	N88°18'40"E	3.22'
L3	N26°12'54"E	3.33'
L4	N0°13'38"W	2.27'
L5	N58°55'41"E	27.50'
L6	N59°38'55"W	3.86'
L7	N82°04'28"E	3.09'
L8	N36°54'45"W	17.77'
L9	N77°30'54"E	24.50'
L10	N74°22'53"E	24.50'
L11	N60°21'41"E	27.50'

(RAD)

NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

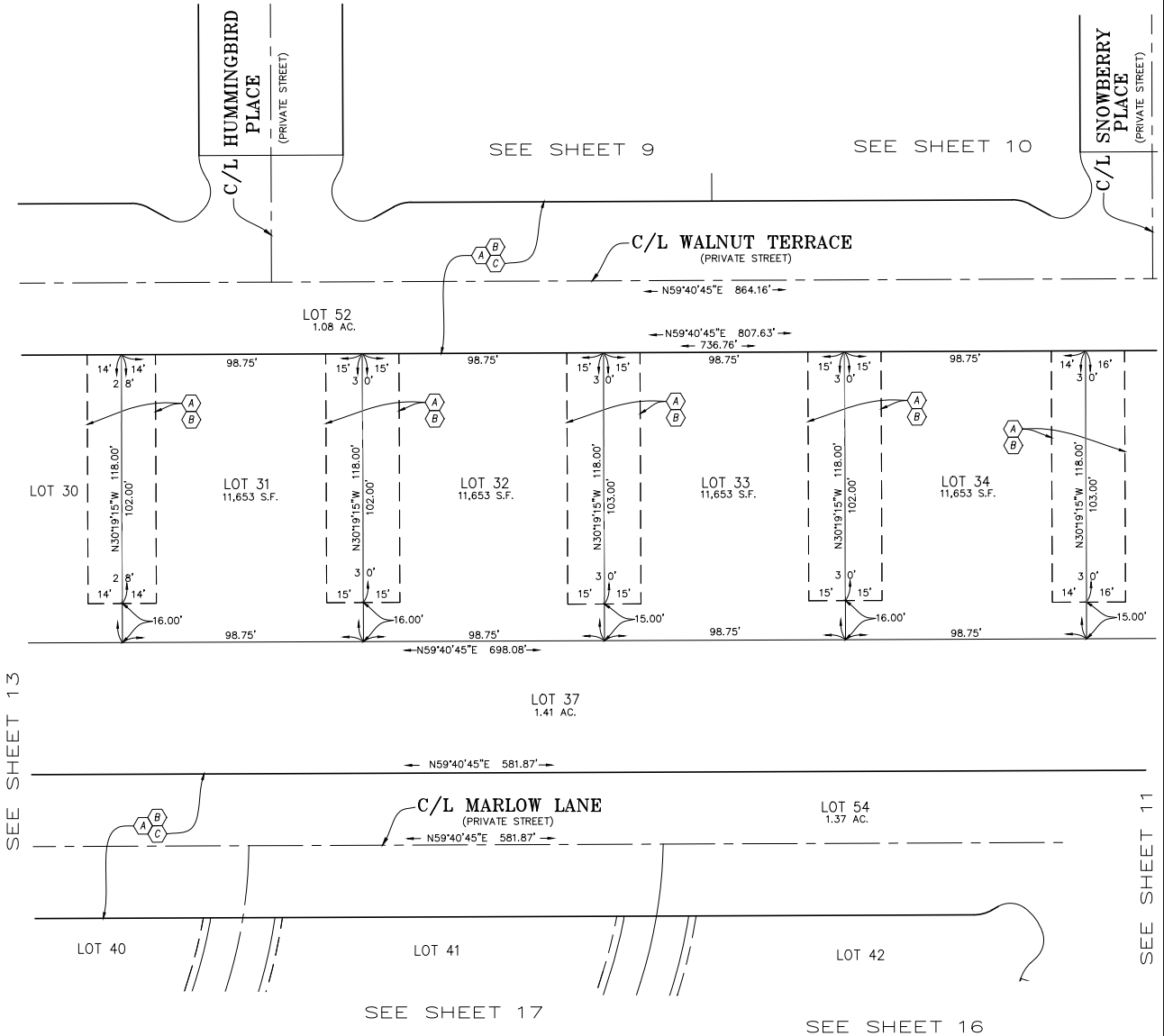
TRACT NO. 82725

SHEET 12 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'



NOTES:

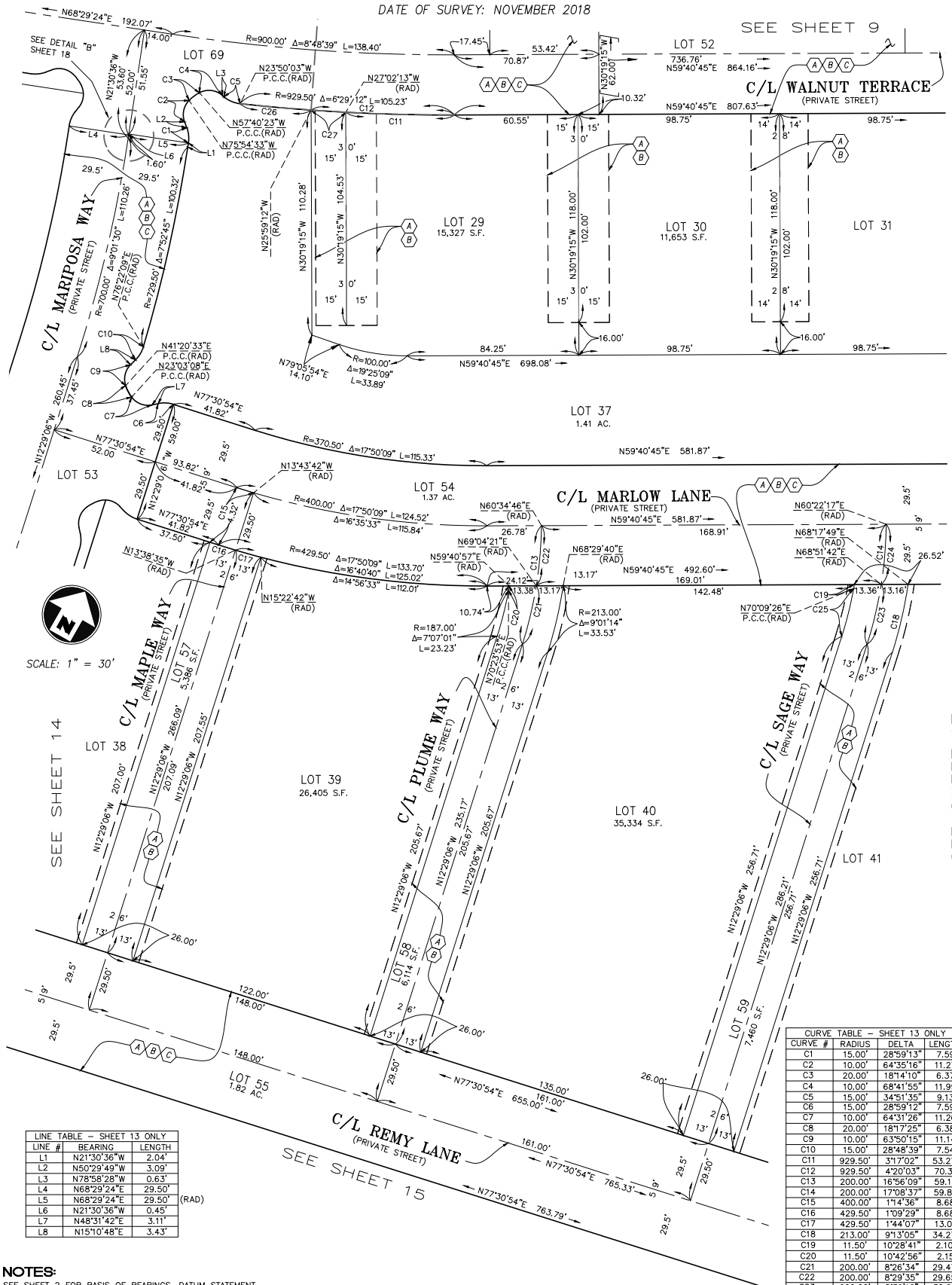
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 13 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 14 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

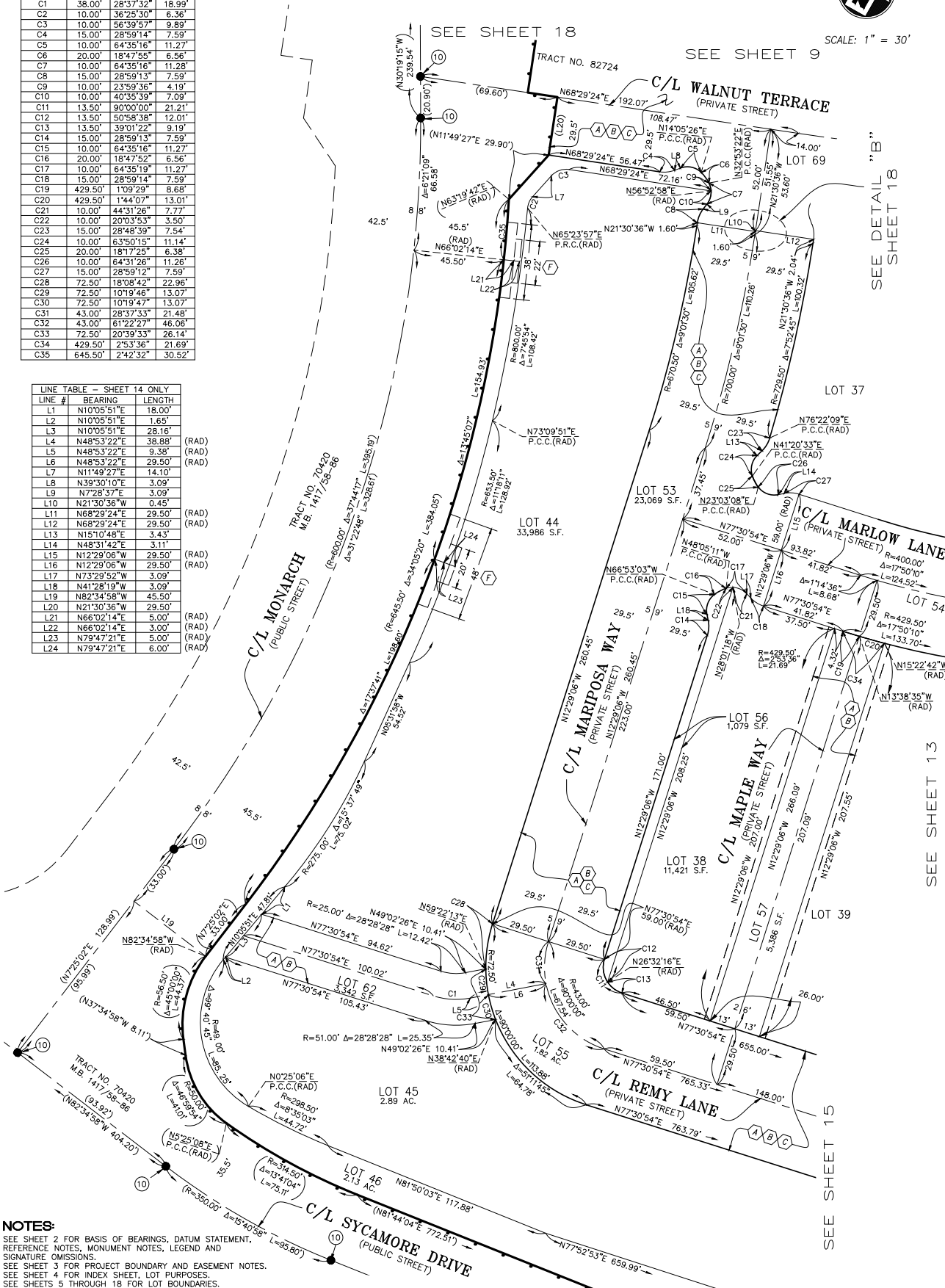
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

CURVE TABLE - SHEET 14 ONLY			
CURVE #	BEARING	LENGTH	REMARKS
C1	28°37'32"E	18.99'	
C2	10°00'36"25'30"	6.36'	
C3	10°00'56'39'57"	9.89'	
C4	15°00'28'59'14"	7.59'	
C5	10°00'64'35'16"	11.27'	
C6	20°00'18'47'55"	6.56'	
C7	10°00'64'35'16"	11.28'	
C8	15°00'28'59'13"	7.59'	
C9	10°00'23'59'36"	6.19'	
C10	10°00'40'35'39"	7.09'	
C11	13°50'90°00'00"	21.21'	
C12	13°50'50°58'38"	12.01'	
C13	13°50'39°01'22"	9.19'	
C14	15°00'28'59'13"	7.59'	
C15	10°00'64'35'16"	11.27'	
C16	20°00'18'47'52"	6.56'	
C17	10°00'64'35'19"	11.27'	
C18	15°00'28'59'14"	7.59'	
C19	429.50' 1°09'29"	8.68'	
C20	429.50' 1°44'07"	13.01'	
C21	10°00'44°31'26"	7.77'	
C22	10°00'20°03'53"	3.50'	
C23	15°00'28°48'39"	7.54'	
C24	10°00'63°50'15"	11.14'	
C25	20°00'18°17'25"	6.38'	
C26	10°00'64°31'26"	11.26'	
C27	15°00'28°59'12"	7.59'	
C28	72°50'18°08'42"	22.96'	
C29	72°50'10°19'46"	13.07'	
C30	72°50'10°19'47"	13.07'	
C31	43.00' 28°37'33"	21.48'	
C32	43.00' 61°22'27"	46.06'	
C33	72°50'20°39'33"	26.14'	
C34	429.50' 2°53'36"	21.69'	
C35	645.50' 2°42'32"	30.52'	

LINE TABLE - SHEET 14 ONLY		
LINE #	BEARING	LENGTH
L1	N10°05'51"E	18.00'
L2	N10°05'51"E	1.65'
L3	N10°05'51"E	28.16'
L4	N48°53'22"E	36.88'
L5	N48°53'22"E	9.38'
L6	N48°53'22"E	29.50'
L7	N11°49'27"E	14.10'
L8	N39°30'10"E	3.09'
L9	N7°28'37"E	3.09'
L10	N21°30'36"W	0.45'
L11	N68°29'24"E	29.50'
L12	N68°29'24"E	29.50'
L13	N15°10'48"E	3.43'
L14	N48°31'42"E	3.11'
L15	N12°29'06"W	29.50'
L16	N12°29'06"W	29.50'
L17	N73°29'52"W	3.09'
L18	N41°28'19"W	3.09'
L19	N82°34'58"W	45.50'
L20	N21°30'36"W	29.50'
L21	N66°02'14"E	5.00'
L22	N66°02'14"E	3.00'
L23	N79°47'21"E	5.00'
L24	N79°47'21"E	6.00'



NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

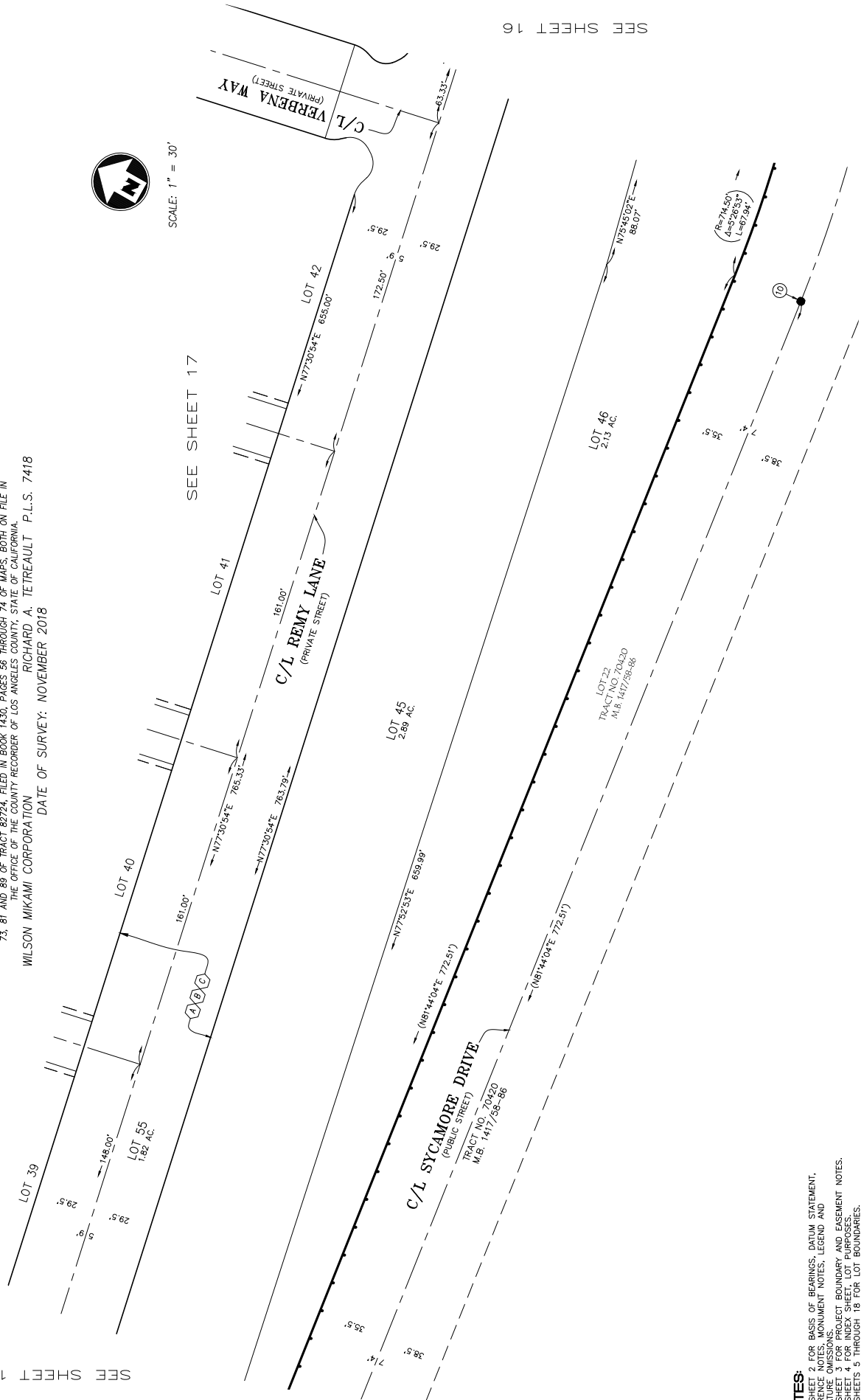
TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70,
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN
THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 14

SEE SHEET 13



NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 16 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72,
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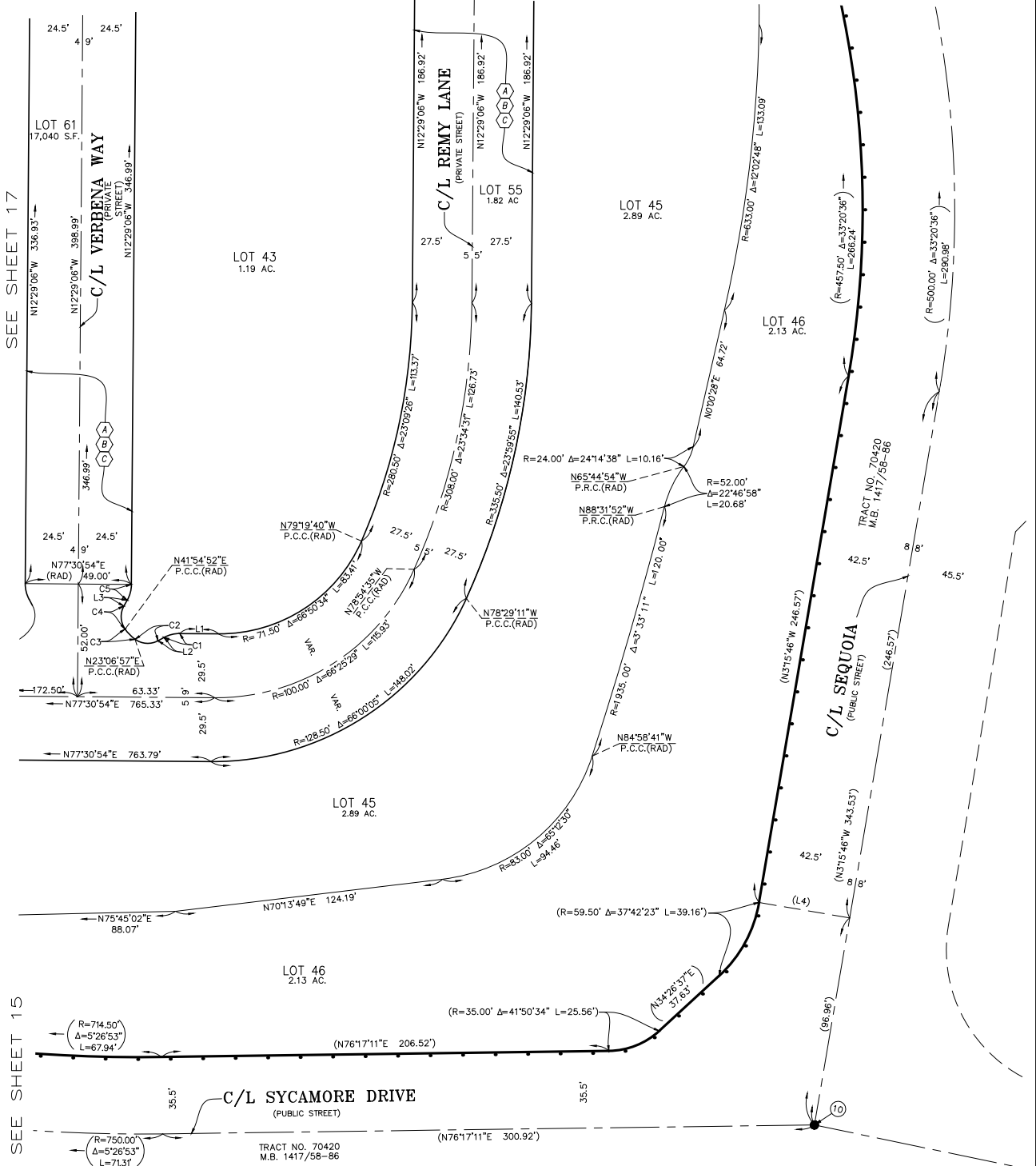
WILSON MIKAMI CORPORATION RICHARD A. TETREAULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

SEE SHEET 11

LINE TABLE - SHEET 16 ONLY		
LINE #	BEARING	LENGTH
L1	N77°30'54"E	17.85'
L2	N48°31'41"E	3.09'
L3	N16°30'08"E	3.09'
L4	N86°44'14"E	42.50'



CURVE TABLE - SHEET 16 ONLY			
CURVE #	RADIUS	DELTA	LENGTH
C1	15.00'	28°59'13"	7.59'
C2	10.00'	64°35'16"	11.27'
C3	20.00'	18°47'55"	6.56'
C4	10.00'	64°35'16"	11.27'
C5	15.00'	28°59'13"	7.59'

NOTES:
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 17 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70
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WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



SCALE: 1" = 30'

CURVE TABLE -- SHEET 17 ONLY			
CURVE #	RADIUS	DELTA	LENGTH
C1	15.00'	28°59'13"	7.59'
C2	10.00'	64°35'16"	11.27'
C3	20.00'	18°47'55"	6.56'
C4	10.00'	64°35'16"	11.27'
C5	15.00'	28°59'14"	7.59'
C6	200.00'	8°39'12"	30.21'
C7	200.00'	17°08'37"	59.85'
C8	200.00'	8°29'25"	29.64'
C9	200.00'	8°03'26"	28.12'
C10	200.00'	16°33'20"	57.79'
C11	200.00'	8°29'54"	29.67'
C12	15.00'	28°59'13"	7.59'
C13	10.00'	64°35'16"	11.27'
C14	20.00'	36°38'04"	12.79'
C15	10.00'	64°35'16"	11.27'
C16	15.00'	28°59'13"	7.59'
C17	200.00'	3°08'01"	10.94'
C18	200.00'	12°31'01"	43.69'

LINE TABLE -- SHEET 17 ONLY		
LINE #	BEARING	LENGTH
L1	N41°28'19"W	3.09'
L2	N73°29'52"W	3.09'
L3	N30°41'32"E	3.09'
L4	N16°30'08"E	3.09'
L5	N77°30'54"E	24.50'

SEE SHEET 12

SEE SHEET 13

SEE SHEET 11

SEE SHEET 16

SEE SHEET 15

NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT,
REFERENCE NOTES, MONUMENT NOTES, LEGEND AND
SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

TOTAL ACREAGE: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

TRACT NO. 82725

SHEET 18 OF 19 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70 ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72, 73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 3

MONTEBELLO BOULEVARD
(PUBLIC STREET)

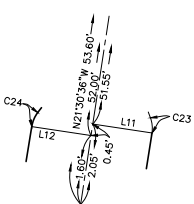


SCALE: 1" = 40'

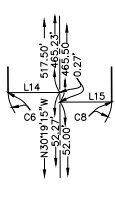
CURVE TABLE - SHEET 18 ONLY		
CURVE	RADIUS	DELTA
C1	15.00'	28°57'09"
C2	43.00'	90°00'00"
C3	10.00'	65°13'11"
C4	20.00'	20°19'56"
C5	10.00'	64°35'16"
C6	15.00'	28°59'13"
C7	13.50'	90°00'00"
C8	15.00'	28°59'12"
C9	10.00'	64°35'15"
C10	20.00'	18°47'55"
C11	10.00'	64°35'17"
C12	15.00'	28°59'13"
C13	35.00'	3°54'40"
C14	58.50'	2°01'11"
C15	61.00'	45°00'00"
C16	9.50'	24°33'39"
C17	15.50'	45°10'47"
C18	71.00'	24°22'52"
C19	15.00'	34°51'35"
C20	10.00'	68°41'55"
C21	20.00'	18°14'10"
C22	10.00'	64°35'16"
C23	15.00'	28°59'13"
C24	15.00'	28°59'13"
C25	10.00'	64°35'16"
C26	20.00'	18°47'55"
C27	10.00'	64°35'16"
C28	15.00'	28°59'14"
C29	318.50'	02°04'46"
C30	318.50'	06°01'48"

LINE TABLE - SHEET 18 ONLY		
LINE	BEARING	LENGTH
L1	N89°10'05"W	5.91'
L2	N59°18'28"W	3.09'
L3	N30°41'32"E	9.28'
L4	N1°20'01"W	3.09'
L5	N73°32'36"W	8.18'
L6	N12°39'14"E	8.13'
L7	N39°14'24"E	10.08'
L8	N39°30'10"E	3.09'
L9	N78°58'28"W	0.63'
L10	N50°29'49"W	3.09'
L11	N68°29'24"E	29.50'
L12	N68°29'24"E	29.50'
L13	N07°28'37"E	3.09'
L14	N59°40'45"E	25.50'
L15	N59°40'45"E	25.50'
L16	N70°06'35"E	48.31'

DETAIL "B"
NOT TO SCALE



DETAIL "A"
NOT TO SCALE



NOTES:

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCE NOTES, MONUMENT NOTES, LEGEND AND SIGNATURE OMISSIONS.
SEE SHEET 3 FOR PROJECT BOUNDARY AND EASEMENT NOTES.
SEE SHEET 4 FOR INDEX SHEET, LOT PURPOSES.
SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

SEE SHEET 14

SEE SHEET 13

SEE SHEET 5

SEE SHEET 8

SEE SHEET 9

TOTAL ACRES: 43.115 AC.
NUMBER OF LOTS:
70 NUMBERED

SHEET 19 OF 19 SHEETS

TRACT NO. 82725

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 20 AND A PORTION OF MONTEBELLO BOULEVARD AND LOTS 21, 69 AND 70, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 68 THROUGH 86 OF MAPS, TOGETHER WITH LOTS 72, 73, 81 AND 89 OF TRACT 82724, FILED IN BOOK 1430, PAGES 56 THROUGH 74 OF MAPS, BOTH ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

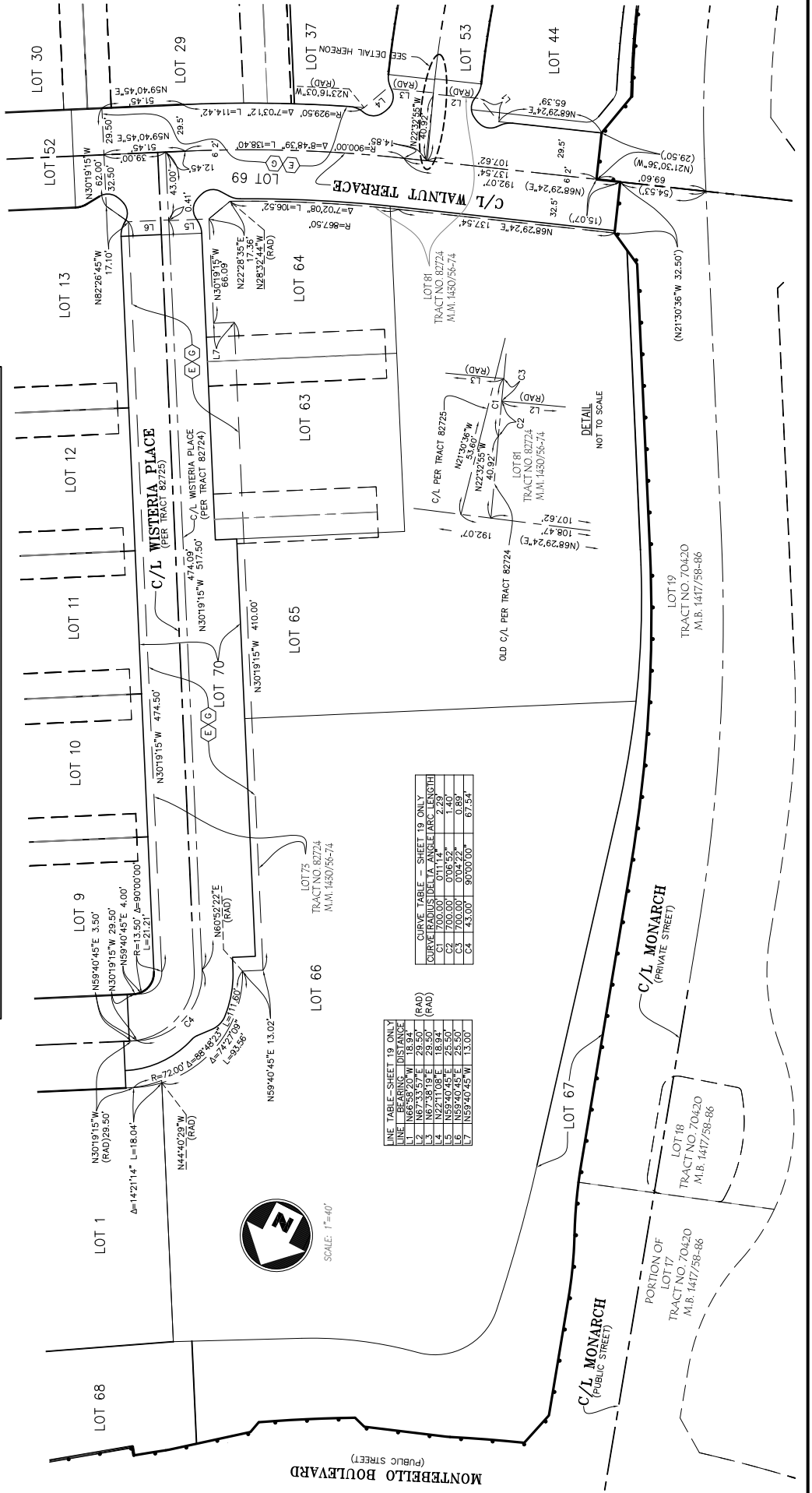
WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

NOTES:
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SEE SHEETS 5 THROUGH 18 FOR LOT BOUNDARIES.

EASEMENT DETAIL FOR LOTS 63 - 66, 69 AND 70 ONLY



Notice of CEQA Exemption

ATTACHMENT C

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Montebello Hills Specific Plan Project – B-Map - Phase B1 Final Tract Map No. 82725

Project Location: Montebello Hills Specific Plan – 1400 N. Montebello Boulevard, Montebello, CA 90640

Case Number(s): Vesting Tentative Tract Map (VTTM) No. 82725

Description of Nature, Purpose, and Beneficiaries of Project: The proposed project consists of the development of 414 residential units consisting of 281 attached residential dwelling units, 133 detached single family residential dwelling units, recreational facilities, and related amenities consistent with the design guidelines and standards in Planning Area 1, Planning Area 2, and a portion of Planning Area 3 within the approved Montebello Hills Specific Plan.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Toll CAXX, L.P. (“Toll Brothers”)

Exempt Status (*check one*)

☒ Ministerial (Sec. 21080(b)(1); 15268(b)(3))

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number:

☒ Statutory Exemptions. State code number: CEQA Guidelines Section 15182 and Government Code Section 65457

(residential projects consistent with a community plan/specific plan for which an Environmental Impact Report was certified after January 1, 1980).

Justification for Project Exemption:

An Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation. This is a Final Map for a portion of a previously approved Vesting Tentative Tract Map No. 82725 and it meets all requirements and conditions of the previously approved tentative tract map and is ministerial in nature pursuant to Gov. Code § 66473. In addition, the B-Map – Phase B1 Final Tract Map relates to a residential project and is approved consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and none of the events under Public Resources Code Section 21166 have occurred.

Lead Agency Contact Person: Joseph Palombi, Director of Planning and Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☐ Signed by Lead Agency

☐ Signed by Applicant



ITEM # 17

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVAL OF THE FINAL TRACT MAP NO. 82727 FOR A PORTION OF VESTING TENTATIVE TRACT MAP NO. 70420 FOR PUBLIC OPEN SPACE CONVEYANCE IN CONNECTION WITH THE MONTEBELLO HILLS SPECIFIC PLAN PROJECT**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Finding that the approval of the Final Tract Map No. 82727 is exempt from the California Environmental Quality Act ("CEQA") pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980, and none of the events under Public Resources Code Section 21166 have occurred; and
2. Approving the Final Tract Map No. 82727 for a portion of Vesting Tentative Tract Map ("VTTM") No. 70420 in connection with the Montebello Hills Specific Plan Project; and
3. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City's approval of the Final Tract Map No. 82727; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with this particular action. This action complies with a condition of approval requiring open space for the Montebello Hills Specific Plan Project. Construction of, and the eventual sales of, these residential units will generate

additional property tax. Future budgets will include the positive revenue impacts once the units are built and sold.

BACKGROUND/DISCUSSION:

In 2015, the City of Montebello ("City") approved the Final "A" Map for Vesting Tentative Tract Map ("VTTM") No. 70420 subdividing the Montebello Hills Specific Plan Project area into 78 larger lots. Per the requirements of United States Fish & Wildlife Service ("USFWS") and the Montebello Hills Project Specific Plan, VTTM No. 70420 (approved on July 10, 2019) was established for the Habitat Reserve area originally comprised of 27 lots totaling approximately 246.76 acres along with the establishment of an endowment fund to pay for the management and maintenance of the Habitat Reserve in perpetuity. No development is permitted in the Habitat Reserve. The Montebello Hills Specific Plan Project approved the development of up to 1,200 residential units, public parks, hiking trails, and other related amenities (the "Montebello Hills Project"). As part of the Montebello Hills Project entitlements, the project was required to dedicate habitat land for the preservation of habitat for the California Gnatcatcher measuring approximately 246 acres ("Habitat Reserve"). Recently, Toll Brothers ("Toll") informed the City that the USFWS has inquired as to the status regarding the Habitat Reserve.

ENVIRONMENTAL:

An Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") Guidelines and local procedures for CEQA implementation. The approval of the Final Tract Map No. 82727 is a ministerial action and is exempt under CEQA pursuant to the following: (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred.

Upon approval of this Final Map by the City Council, a Notice of Exemption will be filed with the Los Angeles County Clerk's office.

ANALYSIS:

Toll Brothers propose Final Tract Map No. 82727 for the Habitat Reserve area to satisfy USFWS requests to keep the total acreage of the first phase conservation easement and the second phase conservation easement the same as compared to the Biological Opinion issued by USFW on December 10, 2020. Final Tract Map No. 82727 is in substantial conformance with VTTM No. 70420 as it relates to the Habitat Reserve area. As noted in the conveyance map for Final Tract Map No. 82727, the total number of lots remain the same and the total acreage associated with those lots does not change. The total number of lots associated with Final Tract Map No. 82727 will continue to be 27 lots totaling approximately 246.76 acres as demonstrated in the substantial conformance exhibit for the open space contained in the conveyance map. This is consistent with

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 3 of 3

VTTM No. 70420, which was approved on July 10, 2019. The table contained in Final Tract Map No. 82727 is intended to show the adjustment to existing lot lines from the prior map. These are all open space lots and do not have any rights for building residential units as any residential uses are prohibited in the Habitat Reserve. The proposed changes to lot lines are made to satisfy USFWS requests to keep the total acreage of the first phase conservation easement and the second phase conservation easement the same as compared with the above-referenced Biological Opinion. In addition, the realigned lots would reduce the acreage of the areas with oil operations to a minimum which is also part of the open space conservation area.

The City's approval of Final Tract Map No. 82727 is the first step in creating the Habitat Reserve required by USFWS. Once the Final Tract Map No. 82727 is approved by the City, it will be recorded with the County and thereby allowing the conveyance of the open space to a land manager and creation of the Habitat Reserve by way of a conservation easement preserving the land in perpetuity as required by USFWS.

SUMMARY:

The City Council will consider approval of the Final Tract Map No. 82727 for open space conveyance in connection with the Montebello Hills Specific Plan Project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-41
2. Attachment B - Final Tract Map No. 82727
3. Attachment C - CEQA Notice of Exemption

NEXT STEPS:

N/A

RESOLUTION NO. 23-41

**RESOLUTION OF THE CITY OF MONTEBELLO APPROVING
THE FINAL TRACT MAP NO. 82727 FOR A PORTION OF
VESTING TENTATIVE TRACT MAP NO. 70420 FOR PUBLIC
OPEN SPACE CONVEYANCE**

WHEREAS, the City of Montebello (“City”) approved the Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, an Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 *et seq.*), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), and local City of Montebello procedures for CEQA implementation;

WHEREAS, on July 10, 2019, the City approved the Final “A” Map for VTTM No. 70420 (“A-Map”), which subdivided the Montebello Hills Specific Plan Project area into 78 large lots, was in substantial compliance with the approved VTTM No. 70420, applicable conditions of approval, and the Montebello Hills Specific Plan and the Montebello Municipal Code;

WHEREAS, the City Engineer and staff have reviewed Final Tract Map No. 82727 for public open space conveyance, finding it to be technically correct and in substantial compliance with the previously approved VTTM No. 70420, the Montebello Hills Specific Plan, all applicable conditions of approval have been substantially satisfied; and

WHEREAS, pursuant to the Government Code 66456.1 and Montebello Municipal Code Section 16.16.030, a final map may be approved and recorded for only a portion of a tentative subdivision map; and

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

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

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

RESOLUTION NO. 23-41

Page 2 of 3

SECTION 2. The City Council hereby finds that the approval of the Final Map No. 82727 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to (i) CEQA Guidelines Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), (ii) Public Resources Code Section 21080(b)(1), and (iii) CEQA Guidelines Section 15182 and Government Code Section 65457, which expressly exempts residential projects undertaken to implement, and that are consistent with, an approved specific plan for which an EIR was certified after January 1, 1980 and none of the events under Public Resources Code Section 21166 have occurred.

SECTION 3. The City Council hereby finds that the Final Tract Map No. 82727 is consistent with the Montebello City General Plan, the California Subdivision Map Act (California Government Code Section 66410, *et seq.*), and is in substantial compliance with the previously approved Vested Tentative Tract Map No. 70420.

SECTION 4. The Final Tract Map No. 82727 for a portion of VTTM No. 70420 is hereby approved, and the City Clerk, City Treasurer, and City Engineer are authorized to execute the certificate on the Final Map showing the City’s approval.

SECTION 5. If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and shall continue in full force and effect.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 24th day of May 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-41

Page 3 of 3

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. 23-41 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 24th day of May 2023 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

TOTAL ACREAGE: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)

(THIS MAP DOES NOT CREATE LEGAL BUILDING SITES. FURTHER APPLICATIONS ARE NECESSARY TO DEVELOP THIS PROPERTY.)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

SHEET 1 OF 24 SHEETS

ACCEPTED AND FILED AT THE
REQUESTED OF

FIRST AMERICAN TITLE COMPANY

MIN
PAST

IN BOOK _____

AT PAGE _____

OF MAPS _____

LOS ANGELES COUNTY, CA

REGISTER - RECORDER/COUNTY CLERK

BY _____

DEPUTY

FEE \$ _____

D.A. FEE CODE _____

OWNERSHIP CERTIFICATE

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

SENTINEL PEAK RESOURCES CALIFORNIA LLC

A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: _____ TITLE: _____ NAME: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT

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) SS

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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT

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) SS

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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

METRO HEIGHTS MONTEBELLO, LLC

A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: BRADLEY HARE NAME: PETER KIM
TITLE: DIVISION PRESIDENT TITLE: VICE PRESIDENT, C.O.

NOTARY ACKNOWLEDGMENT

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) SS

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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

NOTARY ACKNOWLEDGMENT

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) SS

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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN
SIGNATURE _____ COUNTY.

(NAME PRINTED) MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION IN NOVEMBER 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SENTINEL PEAK RESOURCES CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND METRO HEIGHTS MONTEBELLO, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN NOVEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP: THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE SUCH POSITIONS WITHIN TWELVE MONTHS FROM THE COMPLETION OF IMPROVEMENTS; THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE MONUMENTS WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR AND CITY ENGINEER OF THE CITY OF MONTEBELLO WITHIN TWELVE MONTHS FROM THE COMPLETION OF IMPROVEMENTS.

RICHARD A. TETREAU _____ DATE _____
P.L.S. 7418



CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF LOCAL ORDINANCES OF THE CITY OF MONTEBELLO APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66442(A)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

JAMES ENRIQUEZ _____ DATE _____
CITY ENGINEER, CITY OF MONTEBELLO
R.C.E. 55520
EXP: 12/31/2024



CITY CONTRACT SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

STEVEN A. HEISE, P.L.S. 8788 _____ DATE _____
CITY CONTRACT SURVEYOR, CITY OF MONTEBELLO



CITY CLERK CERTIFICATE

I CHRISTOPHER JIMENEZ, CITY CLERK OF THE CITY OF MONTEBELLO, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF _____, 2023, AND THAT THEREUPON SAID CITY COUNCIL DID BY ORDER DULY PASSED AND ENTERED APPROVED SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC THE FOLLOWING EASEMENTS AS SHOWN ON THIS MAP:

CHRISTOPHER JIMENEZ _____ DATE: _____
CITY CLERK - CITY OF MONTEBELLO

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEBELLO TO WHICH THE LAND INCLUDED WITHIN THIS SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

RAFAEL GUTIERREZ _____ DATE: _____
CITY TREASURER - CITY OF MONTEBELLO

COUNTY ENGINEER'S CERTIFICATE

I STATELY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

DEPUTY _____ DATE _____
DIEGO G. RIVERA
L.S. NO. 9742
EXPIRES: _____



LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT 70420 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DATE: _____
DEPUTY

SEE SHEET 2 FOR BENEFICIARY SIGNATURE AND SIGNATURE OMISSIONS

TOTAL ACREAGE: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION
DATE OF SURVEY: NOVEMBER 2018

RICHARD A. TETREAULT P.L.S. 7418

BENEFICIARY UNDER DEED OF TRUST

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY UNDER DEED OF TRUST
RECORDED MARCH 31, 2021 AS INSTRUMENT NO. 20210503154, OF OFFICIAL RECORDS.

NAME: STEVEN D. STREHLOW
TITLE: SENIOR CONSTRUCTION RISK MANAGER

NOTARY ACKNOWLEDGMENT

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) SS

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: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____
SIGNATURE _____ COUNTY.

(NAME PRINTED) _____ MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION
66436(a)(3)(A)(B)&(C) OF THE SUBDIVISION MAP ACT:

J.M. KENT, HOLDER OF A OIL AND GAS LEASE, RECORDED NOVEMBER 9, 1915 IN BOOK 106, PAGE
39 OF LEASES.

*NO LETTER HAS BEEN SENT DUE TO THE SIGNATURES ARE IMPOSSIBLE OR IMPRACTICAL TO OBTAIN.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENTS FOR POLES,
TOWERS AND INCIDENTAL PURPOSES, (RECORDING DATE UNKNOWN) IN BOOK 4755, PAGE 144, OF
DEEDS. (NOT PLOTTABLE FROM RECORD).

SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION AND SOUTHERN COUNTIES GAS COMPANY, A
CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, RECORDED
NOVEMBER 30, 1951, IN BOOK 37750, PAGE 317, OF OFFICIAL RECORDS.

THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR FLOWAGE AND RIGHT OF WAY
PURPOSES, RECORDED JULY 9, 1957 IN CIVIL CASE NO. 9103, UNITED STATES DISTRICT COURT.

THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR FLOWAGE AND RIGHT OF WAY
PURPOSES, RECORDED NOVEMBER 18, 1957, AS INSTRUMENT NO. 1909, IN BOOK 56082, PAGE 420,
OF OFFICIAL RECORDS.

PACIFIC LIGHTING GAS SUPPLY COMPANY, HOLDER OF AN EASEMENT FOR RIGHT OF WAY,
CONSTRUCTION AND MAINTENANCE OF POLE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 7,
1958 AS INSTRUMENT NO. 303 IN BOOK 56358, PAGE 434, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENT FOR PUBLIC
UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 9, 1961, AS INSTRUMENT NO. 4178, IN
BOOK D1150, PAGE 784, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF A RIGHT-OF-WAY
AGREEMENT ELECTRIC TRANSMISSION LINES, RECORDED JANUARY 4, 1967 AS INSTRUMENT NO. 2436,
IN BOOK D-3522, PAGE 936, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF PERMANENT EASEMENT FOR
CONSTRUCTION OF POLE LINES AND INCIDENTAL PURPOSES, RECORDED MARCH 14, 1967, IN BOOK
D-3583, PAGE 505, OF OFFICIAL RECORDS.

CHEVRON PIPELINE COMPANY, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES
AND INCIDENTAL PURPOSES, RECORDED MARCH 13, 1997, AS INSTRUMENT NO. 97-382389, OF
OFFICIAL RECORDS.

AETNA LIFE INSURANCE COMPANY, HOLDER OF SLOPE EASEMENT AND MAINTENANCE AGREEMENT,
RECORDED DECEMBER 29, 1988, AS INSTRUMENT NO. 88-2082240, OF OFFICIAL RECORDS.

PLAINS RESOURCES, INC., HOLDER OF AN EASEMENT FOR RIGHT-OF-WAY AND PIPELINE PURPOSES,
RECORDED MARCH 20, 1997 AS INSTRUMENT NO. 97-425001 AND NO. 97-425004, BOTH OF
OFFICIAL RECORDS.

MONTEBELLO LAND COMPANY, LLC., HOLDER OF A DEVELOPMENT AGREEMENT WITH THE CITY OF
MONTEBELLO, RECORDED JULY 24, 2015, AS INSTRUMENT NO. 20150903537, OF OFFICIAL RECORDS.

CITY OF MONTEBELLO, HOLDER OF EASEMENT FOR "MONUMENT" RIGHT-OF-WAY AND INCIDENTAL
PURPOSES, RECORDED MARCH 29, 2019, AS INSTRUMENT NO. 20190277377, OF OFFICIAL RECORDS.

CITY OF MONTEBELLO, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED PER
VESTING TRACT NO. 70420 M.M. 1417/58-86.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND
INCIDENTAL PURPOSES, RECORDED SEPTEMBER 02, 2021 AS INSTRUMENT NO. 20211349587 OF
OFFICIAL RECORDS.

SAN GABRIEL WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL
PURPOSES, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 20220676869 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL
PURPOSES, RECORDED MARCH 10, 2020 AS INSTRUMENT NO. 20200278192 AND MODIFIED BY A
DOCUMENT RECORDED APRIL 30, 2021 AS INSTRUMENT NO. 20210695704, BOTH OF OFFICIAL
RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND
INCIDENTAL PURPOSES, RECORDED AUGUST 23, 2021 AS INSTRUMENT NO. 20211289382 OF OFFICIAL
RECORDS.

SAN GABRIEL WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL
PURPOSES, RECORDED OCTOBER 15, 2021 AS INSTRUMENT NO. 20211555400 OF OFFICIAL RECORDS.

TOTAL ACREAGE: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

SHEET 3 OF 24 SHEETS

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOTS 1, 2, 3, 4 AND 5 OF TRACT 4104, FILED IN BOOK 46, PAGE 33 OF MAPS, AND A PORTION OF LOT 72 OF TRACT 701, FILED IN BOOK 16, PAGES 110 AND 111 OF MAPS, AND A PORTION
OF THE RANCHO LA MERCED, FILED IN BOOK 13, PAGE 24 OF PATENTS, AND PARCELS 6 AND 7 OF PARCEL MAP 16793, FILED IN BOOK 187, PAGES 36 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, AND PARCEL 5 OF PARCEL MAP
14770, FILED IN BOOK 167, PAGES 92 THROUGH 94, INCLUSIVE, OF PARCEL MAPS, ALL ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREULT P.L.S. 7418

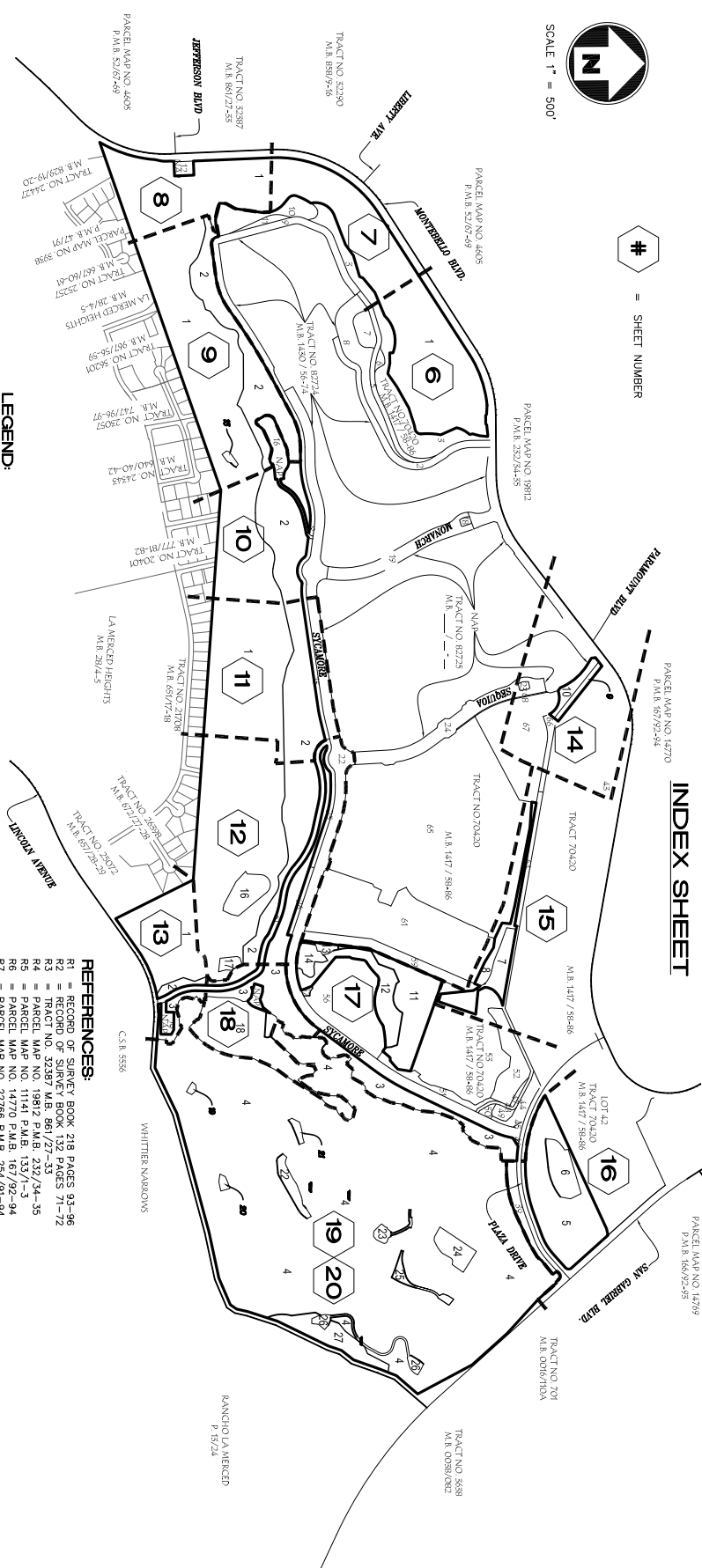
DATE OF SURVEY: NOVEMBER 2018



SCALE 1" = 500'

= SHEET NUMBER

INDEX SHEET



LEGEND:

---=PROJECT BOUNDARY

REFERENCES:

- R1 = RECORD OF SURVEY BOOK 219 PAGES 93-96
- R2 = RECORD OF SURVEY BOOK 132 PAGES 71-72
- R3 = TRACT NO. 32387 M.B. 861/27-33
- R4 = PARCEL MAP NO. 19812 P.M.B. 232/34-35
- R5 = PARCEL MAP NO. 11141 P.M.B. 133/-3
- R6 = PARCEL MAP NO. 14170 P.M.B. 167/92-94
- R7 = PARCEL MAP NO. 15290 P.M.B. 158/20-21
- R8 = PARCEL MAP NO. 15981 P.M.B. 166/92-93
- R9 = PARCEL MAP NO. 14769 P.M.B. 187/36-39
- R10 = PARCEL MAP NO. 16793 P.M.B. 187/34-35
- R11 = PARCEL MAP NO. 16794 P.M.B. 184/35-36
- R12 = PARCEL MAP NO. 17404 P.M.B. 236/97-98
- R13 = PARCEL MAP NO. 18019 P.M.B. 236/97-98
- R14 = PARCEL MAP NO. 18020 P.M.B. 236/97-98
- R15 = PARCEL MAP NO. 19813 P.M.B. 47/91
- R16 = TRACT NO. 26257 M.B. 667/60-61
- R17 = C.E.F.B. 2227/50-59
- R18 = C.S.B.-5536 COLA DEW 3/21/1988
- R19 = TRACT MAP NO. 4104 M.B. 46/33
- R20 = LA MERCED HEIGHTS M.B. 28/4-5
- R21 = PATENT 13-024 M.B. 167/100
- R22 = TRACT NO. 23057 M.B. 747/96-97
- R23 = TRACT 20662 M.B. 550/35-36
- R24 = TRACT 25072 M.B. 657/28-29
- R25 = RORB 1226/247A-C
- R26 = VESTING TRACT NO. 70420 M.B. 1417/58-56

LOT LOCATION SHEET TABLE

LOT No.	SHEET No.	LOT No.	SHEET No.
1	6-13	15	9
2	9-13	16	12
3	11,12,13,17,18	17	12
4	13,16-19	18	18
5	16	19	20
6	16	20	20
7	15	21	20
8	15	22	19
9	15	23	20
10	14	24	19
11	17	25	20
12	17	26	20
13	17	27	19
14	17		

SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT.
- SEE SHEET 5 FOR EASEMENT NOTES
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

LOT PURPOSE

- LOTS 1,4,5 & 14 ARE FOR OPEN SPACE.
- LOTS 6,7,11,13,16,18,22 & 24 ARE FOR OIL PRODUCTION.
- LOTS 2,3 & 27 ARE FOR MANUFACTURED SLOPE / OPEN SPACE.
- LOTS 9 & 10 ARE FOR LANDSCAPE.
- LOTS 15,17,19,20,21,23,25 & 26 ARE FOR OIL DERRICK PADS.

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

THE BASIS OF BEARINGS SHOWN FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83), BASED LOCALLY BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) AND REPRESENTED HEREON BY THE NEW CENTER OF SAN GABRIEL BOULEVARD BEING N 41°55'46" W. ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

DATUM STATEMENT:

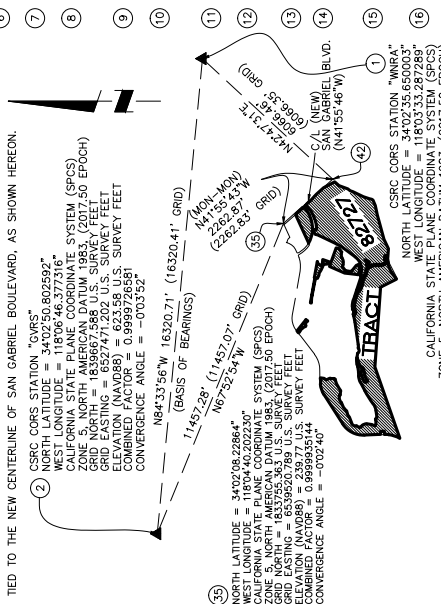
COORDINATES SHOWN HEREON ARE GRID VALUES (UNLESS OTHERWISE NOTED) AND ARE BASED ON THE NAD83, CCS83, ZONE 5, (2011-70 EPOCH) AS DERIVED FROM GEODETIC SURVEY DATA. THE DATUM IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83), BASED LOCALLY BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) AND REPRESENTED HEREON BY THE NEW CENTER OF SAN GABRIEL BOULEVARD BEING N 41°55'46" W. ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

COORDINATES SHOWN HEREIN ARE GROUND UNLESS OTHERWISE NOTED, AND ARE BASED ON THE NAD83, CS83, ZONE 5, (2017.50 EPOCH) AS DERIVED FROM GEODETIC SURVEYS PUBLISHED AND COMPILED BY THE SCRIPPS ORBIT & PERMANENT ARRAY CENTER, UNIVERSITY OF CALIFORNIA SPATIAL REFERENCE SYSTEMS (CSRS), RESPECTIVELY ON 11/11/2017.

ALL DISTANCES SHOWN HEREIN ARE GROUND UNLESS OTHERWISE NOTED. DISTANCES OBTAINED FROM THIS SURVEY ARE MULTIPLY COMBINATION FACTOR 0.999982084, DERIVED LOCALLY AT THE MID-POINT OF THE BASIS OF BEARINGS BEING THE MEAN COMBINATION FACTOR OF CSRS STATIONS "WMRA" & "GWS5".

FOR THE PURPOSES OF THIS SURVEY THIS VALUE IS ACCEPTED AS THE "PROJECT SPECIFIC" COMBINATION FACTOR AND THE MID-POINT OF THE BASIS OF BEARINGS IS THE "PROJECT SPECIFIC" SCALE POINT.

LOCATED TO THE NEW CENTERLINE OF SAN GABRIEL BOULEVARD, AS SHOWN HEREON.



17 ELEVATION (NAVDB88) = 34702.01, 63545.0
18 LACDPW BENCHMARK "7Y-11880"
19 WEST LONGITUDE = 118704.33, 75450.0
20 DATE OF OBSERVATION = 1985.0
21 SYSTEM (SPCS)
22 DATUM (NAD83)
23 NORTH AMERICAN CONTINENT 1983
24 GRID NORTH = 1834686.850 U.S. SURVEY FEET
25 GRID EASTING = 6539627.262 U.S. SURVEY FEET
26 ELEVATION (NAVDB88) = 6530965.3 U.S. SURVEY FEET
27 CONVERGENCE ANGLE = -0.002336
28 CONVERGENCE ANGLE = -0.002362

SEE SHEET	3	FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
SEE SHEET	4	FOR BASIS OF BEARINGS, DATUM STATEMENT, & MONUMENT NOTES.
SEE SHEET	5	FOR EASEMENT NOTES
SEE SHEETS	6	THROUGH 20 FOR LOT BOUNDARIES
SEE SHEETS	21	THROUGH 24 FOR EASEMENTS AND DETAILS

▲ INDICATES FOUND O.C.S. HORIZONTAL CONTROL STATION AS NOTED HEREON PER SOPAC PUBLISHED CONTROL.

1	CGRS STATION "WMRA" N 153521.906 E 65437318.405 (2017.50 EPOCH) GROUND
2	CGRS STATION "GWR5" N 1839667.603 E 6527471.056 (2017.50 EPOCH) GROUND
●	INDICATES FOUND MONUMENT AS NOTED, FLUSH UNLESS OTHERWISE NOTED.
3	2 ND BRASS CAP STAMPED "LA CO ROAD DEPT 1972", IN HAND HOLE PER R1, R2 & R0P6 1225/285, DN 0.6', ACCEPTED AS C/A
4	2 ND BRASS CAP STAMPED "LA CO ROAD DEPT 1972", IN HAND HOLE PER R1, R2 & R0P6 1225/285, DN 0.6', S45°40'47"W 0.20' FROM C/A BC, HELD FOR USE ONLY.
5	2 ND BRASS CAP STAMPED "LA CO ROAD DEPT 1972", IN HAND HOLE PER R1, R2 & R0P6 1225/286-287, DN 0.7', S02°26'39"E 0.65' FROM C/A EC, HELD FOR USE ONLY.
6	FD. SPIKE & WASHER W/PUNCH MARK, ILLEGIBLE, DN 0.2', ACCEPTED AS C/A INT. REF R3

26	FD. SAW TAGGED "RCE 8793". FLUSH, PER R8, N6518'08"E 0.20' FROM C/A EC, HELD FOR LINE ONLY.
27	FD. SAW TAGGED "RCE 8793". FLUSH, PER R10 & PWB 1226/779, ACCEPTED AS C/A INTERSECTION OF FLAZA DRIVE.
28	FD. 3-1/2" DPW BRASS CAP, DN 1.0'. NO REF. N6518'08"E 0.20' FROM C/A EC, HELD FOR LINE ONLY.
29	MONUMENT NUMBER NOT USED
30	MONUMENT NUMBER NOT USED
31	MONUMENT NUMBER NOT USED
32	MONUMENT NUMBER NOT USED
33	MONUMENT NUMBER NOT USED
34	FD. SAW TAGGED "LA CO DPW". FLUSH, PER R1, R9 & PWB

53	FD. S&W, ILL., NO PM, FLUSH, ACCEPTED AS THE INT. OF THE NE'LY LINE OF LOT 6 OF LA MERGED HEIGHTS & THE C/L OF (NEW) LINCOLN PER R18.
54	FD. S&W, ILL., NO PM, PER CSB B-5536, S54°40'43"W 0.04' & S35°19'17"E 0.10' FROM C/L P.O.I., DID NOT ACCEPT.
55	FD. S&W, ILL., NO PM, DN P.O.I., PER CSB B-5536, ACCEPTED AS C/L EC.
56	FD. C-NAIL, NO REF, FLUSH, N73°30'14"E 0.50 FROM TIE DIST PER CSB B-5536, DID NOT ACCEPT.
57	FD. 3/4" IP, W/CONC & NAIL, FLUSH, ACCEPTED IN LIEU OF 3/4" IP, & NAIL PER R18, ACCEPTED AS THE INT. OF THE NE'LY LINE OF LOT 6 OF LA MERGED HEIGHTS & THE C/L OF (OLD) LINCOLN PER R17.
58	FD. LEAD, TACK & TAG "LA CO ENG", FLUSH, IN CONC PULL BOX, PER CSB B-5536, ACCEPTED AS P.O.L.
59	FD. 3" B.C., ILL., DN 1.5' IN CONC, PER CSB B-5536, ACCEPTED AS COR. NO. 1 OF WHITTIER MARROWS PARK SITE.
60	FD. BOIT, DN 0.1' PER R17, R15 & R16, S30°30'55"E 0.21, MEASURED ALONG C/L, DID NOT ACCEPT.
61	FD. S&W, STAMPED "TCE 8793", FLUSH IN AC, PER R6, N84°42'40"E 0.17', DID NOT ACCEPT.
62	MONUMENT NUMBER NOT USED
63	MONUMENT NUMBER NOT USED
64	MONUMENT NUMBER NOT USED
65	MONUMENT NUMBER NOT USED
66	MONUMENT NUMBER NOT USED
67	MONUMENT NUMBER NOT USED
68	FD. S&W, STAMPED "TCE 8793", FLUSH IN AC, PER R10 & PWB 1226/779, ACCEPTED AS C/L BC ON PLAZA DRIVE.
69	FD. 3" IP, W/TACK, UP 1.0' IN CONC V-DITCH, PER R20, W23 & R24, ACCEPTED AS MOST WLY COR LOT 4 OF LA MERGED HEIGHTS.
70	FD. 3" IP, ILL, UP 1.0', PER R20 & R25, ACCEPTED AS MOST WLY COR LOT 6 OF LA MERGED HEIGHTS, HELD FOR LINT.

[illegible]

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

EASEMENT NOTES:

- (A) NOT USED.
- (B) NOT USED.
- (C) NOT USED.
- (D) NOT USED.
- (E) NOT USED.
- (F) NOT USED.
- (G) INDICATES A FUTURE EASEMENT FOR ACCESS PURPOSES, IN FAVOR OF SENTINEL PEAK RESOURCES, A CALIFORNIA L.L.C., AND ITS SUCCESSORS, DEDICATED HEREON. (BLANKET IN NATURE).

EXISTING EASEMENT NOTES

- (H) INDICATES AN EASEMENT FOR ABOVE GROUND ELECTRICAL SUPPLY AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED IN BOOK 4755, PAGE 144, OF DEEDS. (50' WIDE). (SEE SHEETS 16, 19, 22 & 23).
- (I) INDICATES AN OIL AND GAS LEASE EXECUTED BY WALTER P. TEMPLE AND LAURA G. TEMPLE, HIS WIFE AS LESSOR AND J.M. KENT AS LESSEE, RECORDED NOVEMBER 9, 1915 IN BOOK 106, PAGE 39 OF LEASES. (NOT PLOTTED HEREON).
- (J) INDICATES AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED NOVEMBER 30, 1951, IN BOOK 37750, PAGE 317, OF OFFICIAL RECORDS. (NO WIDTH INDICATED). (SEE SHEETS 12, 15 & 17).
- (K) INDICATES AN EASEMENT FOR FLOWAGE AND RIGHT OF WAY PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED JULY 9, 1957, AS CIVIL CASE NO. 9103, UNITED STATES DISTRICT COURT. (BLANKET IN NATURE OVER PLAZA DRIVE & NE COR LOT 35) (NOT PLOTTABLE).
- (L) INDICATES AN EASEMENT FOR FLOWAGE AND RIGHT OF WAY PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED NOVEMBER 18, 1957, AS INSTRUMENT NO. 1909, IN BOOK 56082, PAGE 420, OF OFFICIAL RECORDS. (SEE SHEETS 22 & 24).
- (M) NOT USED.
- (N) NOT USED.
- (O) INDICATES AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF PACIFIC LIGHTING GAS SUPPLY COMPANY, RECORDED JANUARY 07, 1958, AS INSTRUMENT NO. 303, IN BOOK 56358, PAGE 434, OF OFFICIAL RECORDS. (NO WIDTH INDICATED). (SEE SHEET 24).
- (P) NOT USED.
- (Q) INDICATES AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 9, 1961, AS INSTRUMENT NO. 4178, IN BOOK D-1150, PAGE 784, OF OFFICIAL RECORDS. (25' WIDE AND 2' WIDE STRIPS). (SEE SHEET 24).
- (R) INDICATES AN EASEMENT FOR TRANSMISSION LINE AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JANUARY 04, 1967, AS INSTRUMENT NO. 2436, IN BOOK D-3522, PAGE 936, OF OFFICIAL RECORDS. (25' WIDE AND 4' WIDE STRIPS). (SEE SHEETS 22 & 24).
- (S) INDICATES AN EASEMENT FOR POLE LINE AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MARCH 14, 1967, AS INSTRUMENT NO. 2971, IN BOOK D-3583, PAGE 505, OF OFFICIAL RECORDS. (25' WIDE AND 2' WIDE STRIPS). (SEE SHEET 24).
- (T) NOT USED.
- (U) INDICATES AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF CHEVRON PIPELINE COMPANY, RECORDED MARCH 13, 1977, AS INSTRUMENT NO. 97-382389, OF OFFICIAL RECORDS. (20' WIDE). (SEE SHEETS 18 & 24).
- (V) NOT USED.
- (W) INDICATES AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES, IN FAVOR OF AETNA LIFE INSURANCE COMPANY, RECORDED DECEMBER 29, 1988, AS INSTRUMENT NO. 88-2082240, OF OFFICIAL RECORDS. (ALONG PLAZA DRIVE - SEE SHEET 23).
- (X) INDICATES AN EASEMENT FOR RIGHT OF WAY, PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF PLAINS RESOURCES INC., RECORDED MARCH 20, 1997, AS INSTRUMENT NO. 97-425001, AND 97-425004, BOTH OF OFFICIAL RECORDS. (20' WIDE AND 65' WIDE - SEE SHEETS 12, 13 & 24).
- (Y) NOT USED.
- (Z) INDICATES TERMS AND PROVISIONS CONTAINED IN A "DEVELOPMENT AGREEMENT" RECORDED JULY 24, 2015 AS INSTRUMENT NO. 20150903537, OF OFFICIAL RECORDS. (BLANKET IN NATURE).

EXISTING EASEMENT NOTES CONTINUED

- (AA) NOT USED.
- (BB) INDICATES AN EASEMENT FOR "MONUMENT" RIGHT-OF-WAY AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF MONTEBELLO, RECORDED MARCH 29, 2019, AS INSTRUMENT NO. 20190277377, OF OFFICIAL RECORDS. (SEE SHEET 20)
- (CC) INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF MONTEBELLO PER VESTING TRACT NO. 70420 M.M. 1417/58-86. (SEE SHEETS 9 & 10).
- (DD) INDICATES AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 02, 2021 AS INSTRUMENT NO. 20211349587 OF OFFICIAL RECORDS. (SEE SHEETS 13, 14 & 18).
- (EE) INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, IN FAVOR OF SAN GABRIEL WATER COMPANY, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 20220676869 OF OFFICIAL RECORDS. (SEE SHEETS 9 & 10).
- (FF) INDICATES AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MARCH 10, 2020 AS INSTRUMENT NO. 20200278192 OF OFFICIAL RECORDS.

MODIFIED BY A DOCUMENT RECORDED APRIL 30, 2021 AS INSTRUMENT NO. 20210695704 OF OFFICIAL RECORDS. (NOT PLOTTABLE).
- (GG) INDICATES AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED AUGUST 23, 2021 AS INSTRUMENT NO. 20211289382 OF OFFICIAL RECORDS. (SAME AS DD).
- (HH) INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, IN FAVOR OF SAN GABRIEL WATER COMPANY, RECORDED OCTOBER 15, 2021 AS INSTRUMENT NO. 20211555400 OF OFFICIAL RECORDS. (SEE SHEETS 9 & 10).

SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT, & MONUMENT NOTES.
- SEE SHEET 5 FOR EASEMENT NOTES
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

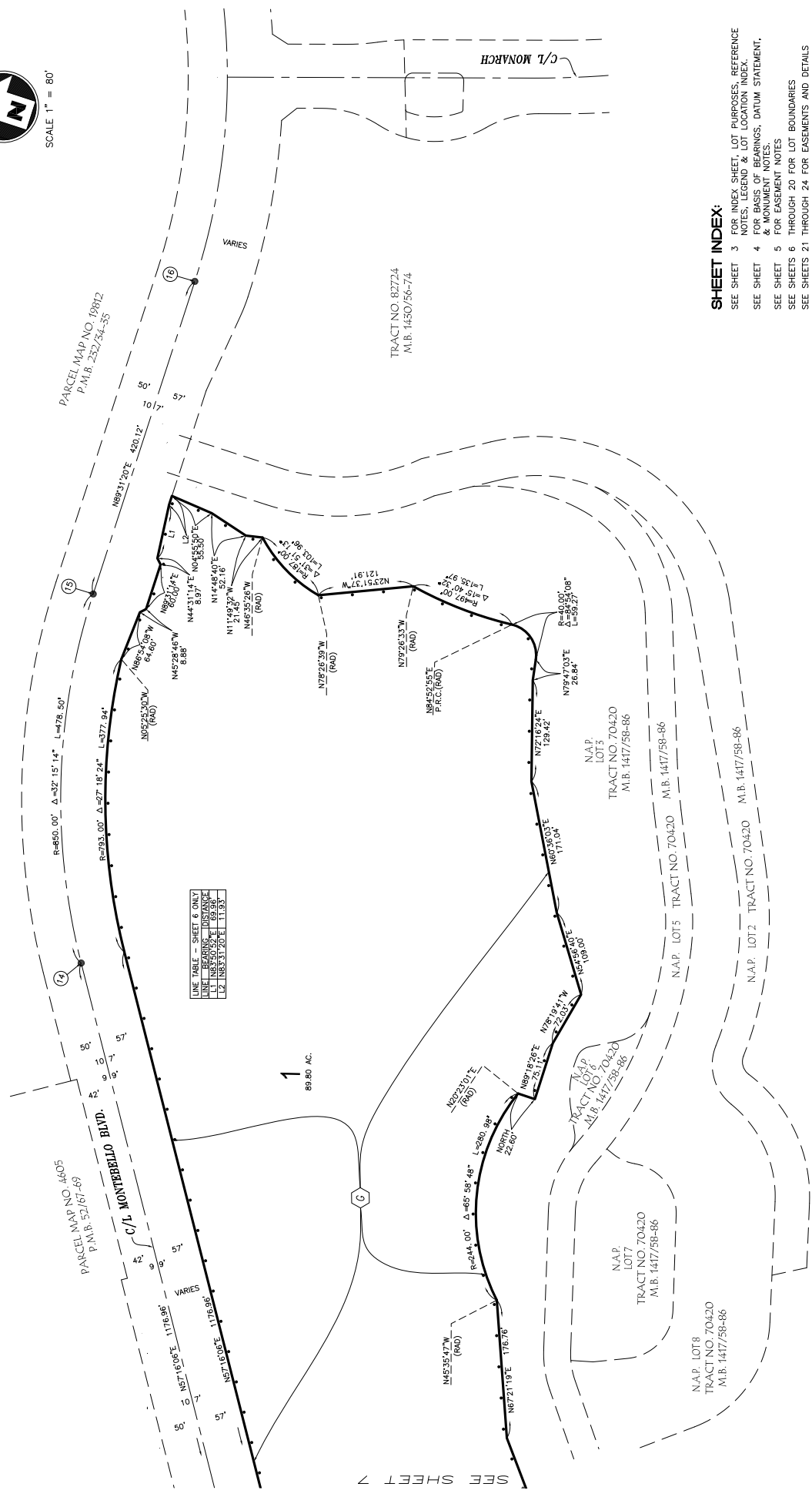
TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION
RICHARD A. TETREULT P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

TOTAL ACRES: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED



SCALE 1" = 80'



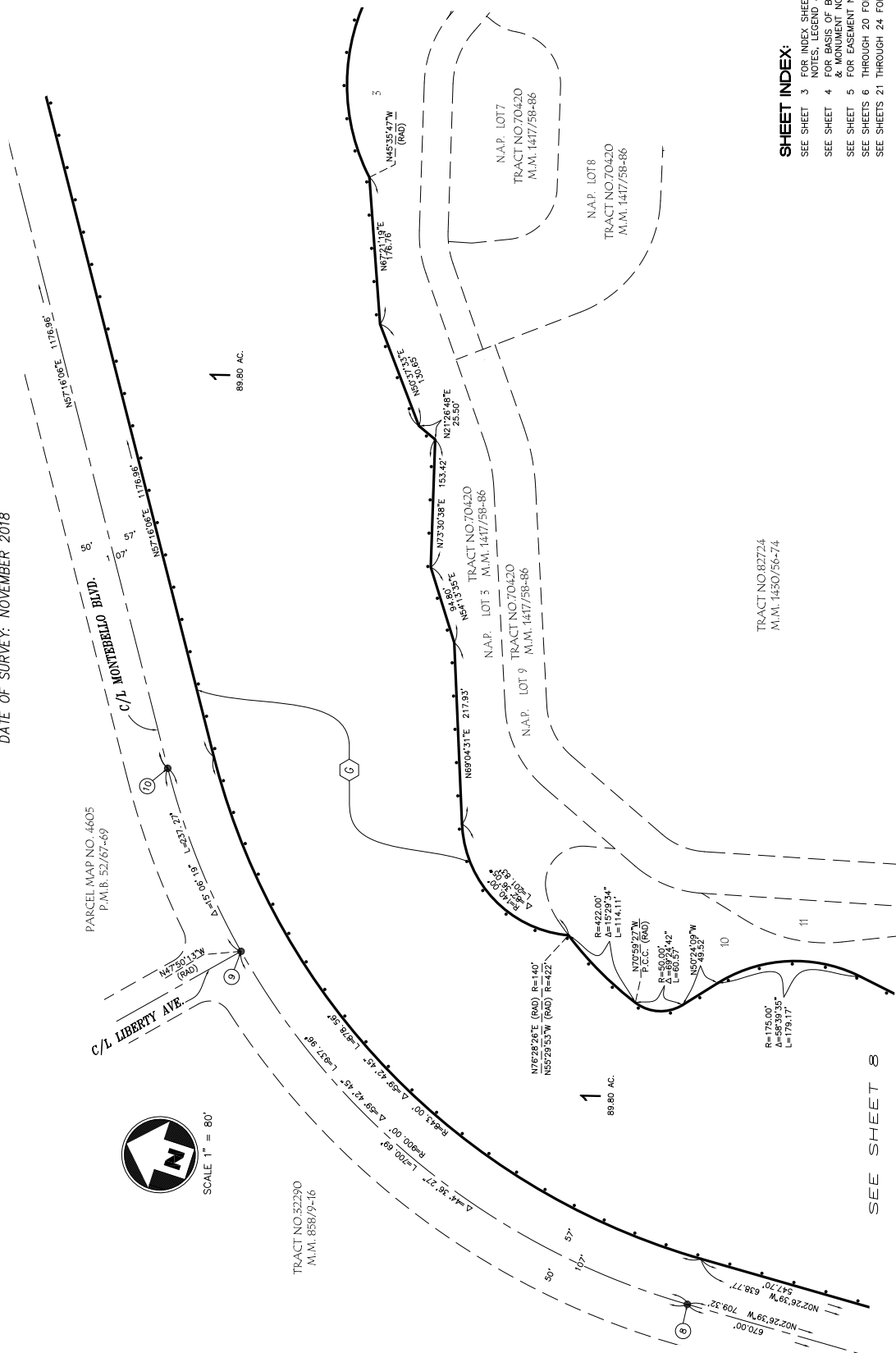
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- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



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SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES
SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

SEE SHEET 8

TOTAL ACREAGE: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

SHEET 8 OF 24 SHEETS

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
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WILSON MIKAMI CORPORATION

RICHARD A. TETREALT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 7

CURVE TABLE - SHEET 8 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	200.00'	10°09'21"	35.45'
C2	200.00'	7°32'24"	26.32'
C3	200.00'	2°36'57"	9.13'
C4	184.00'	37°37'49"	120.85'
C5	175.00'	58°39'35"	179.17'
C6	200.00'	10°20'56"	36.11'
C7	892.00'	6°52'31"	107.04'
C8	90.00'	26°19'46"	41.36'
C9	422.00'	2°57'00"	21.73'
C10	50.00'	82°58'12"	72.38'

LINE TABLE - SHEET 8 ONLY		
LINE	BEARING	DISTANCE
L1	N14°45'07"W	13.75'
L2	N59°23'31"W	42.00'



SCALE 1" = 80'

PARCEL MAP NO. 4605
P.M.B. 52/67-69

TRACT NO. 24427
M.B. 829/19-20

TRACT NO. 26257
M.B. 667/60-61

LA MERCED HEIGHTS M.B. 28/4-5

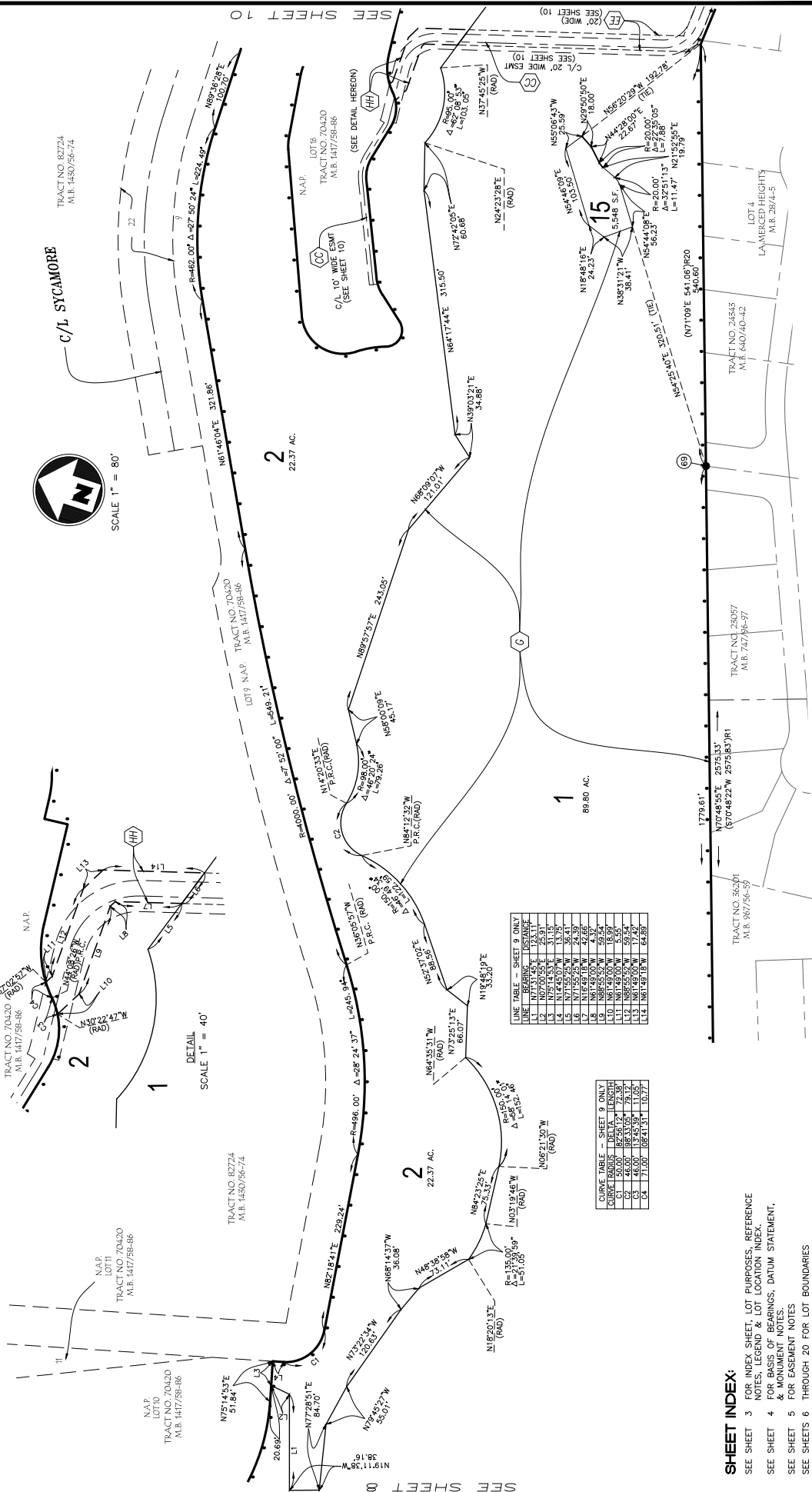
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SEE SHEET 5 FOR EASEMENT NOTES
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SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
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WILSON MIKAMI CORPORATION
RICHARD A. TETREault P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



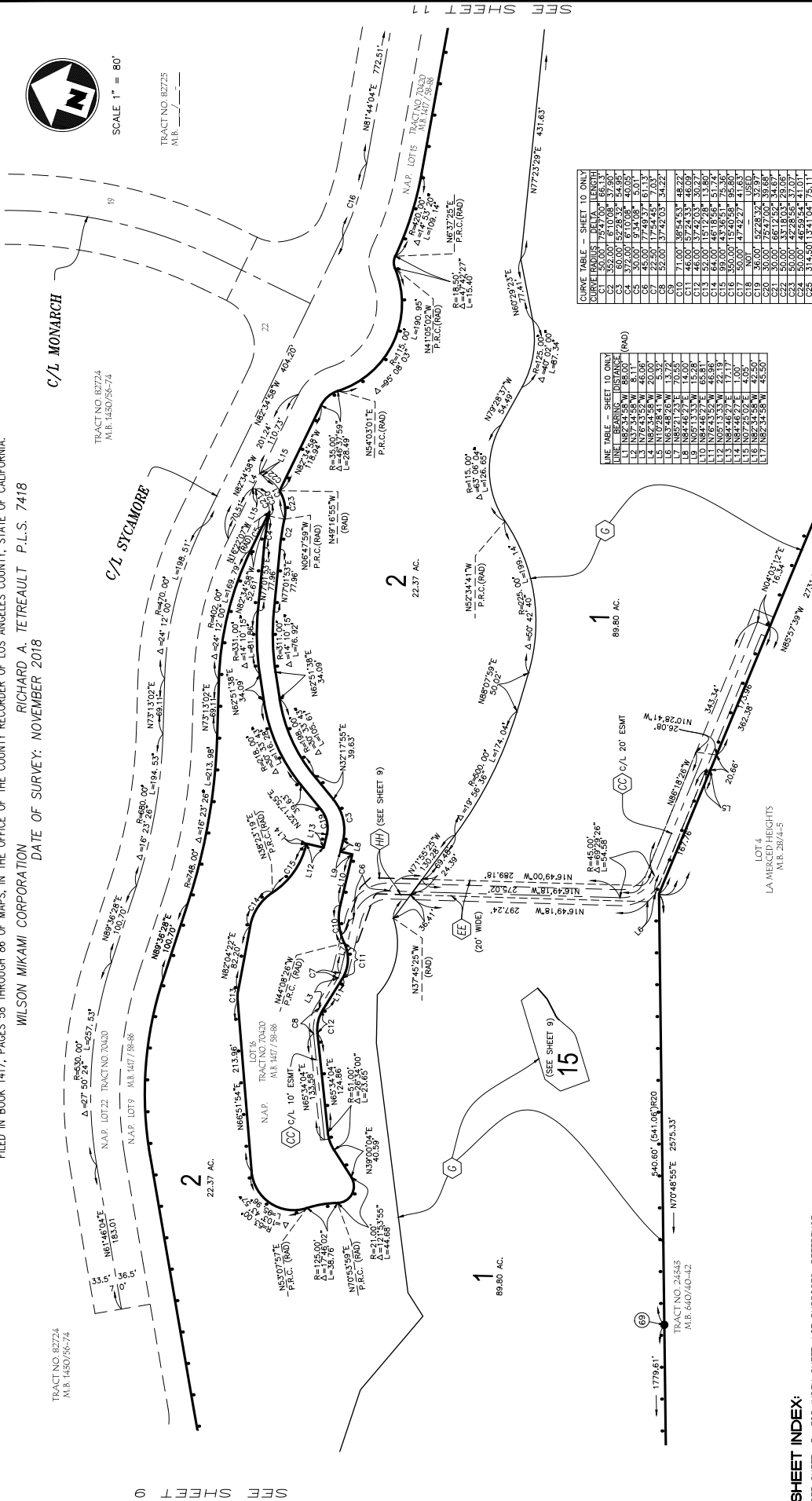
SHEET INDEX:

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SEE SHEET	5	FOR EASEMENT NOTES
SEE SHEETS	6 THROUGH 20	FOR LOT BOUNDARIES
SEE SHEETS	21 THROUGH 24	FOR EASEMENTS AND DETAILS

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
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RICHARD A. TETREAU P.L.S. 7418
WILSON MIKAMI CORPORATION DATE OF SURVEY: NOVEMBER 2018

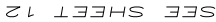
TOTAL ACRES: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED



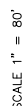
SHEET INDEX:

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- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT, AND CURVE DATA.
- SEE SHEET 5 FOR EASEMENT NOTES.
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES.
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

-C/L SEQUOIA



CURVE TABLE - SHEET 11 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	130.00'	10°45'13"	24.40'



SEE SHEET 10

TOTAL ACRES: 246.76 AC.
NUMBER OF LOTS:
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TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

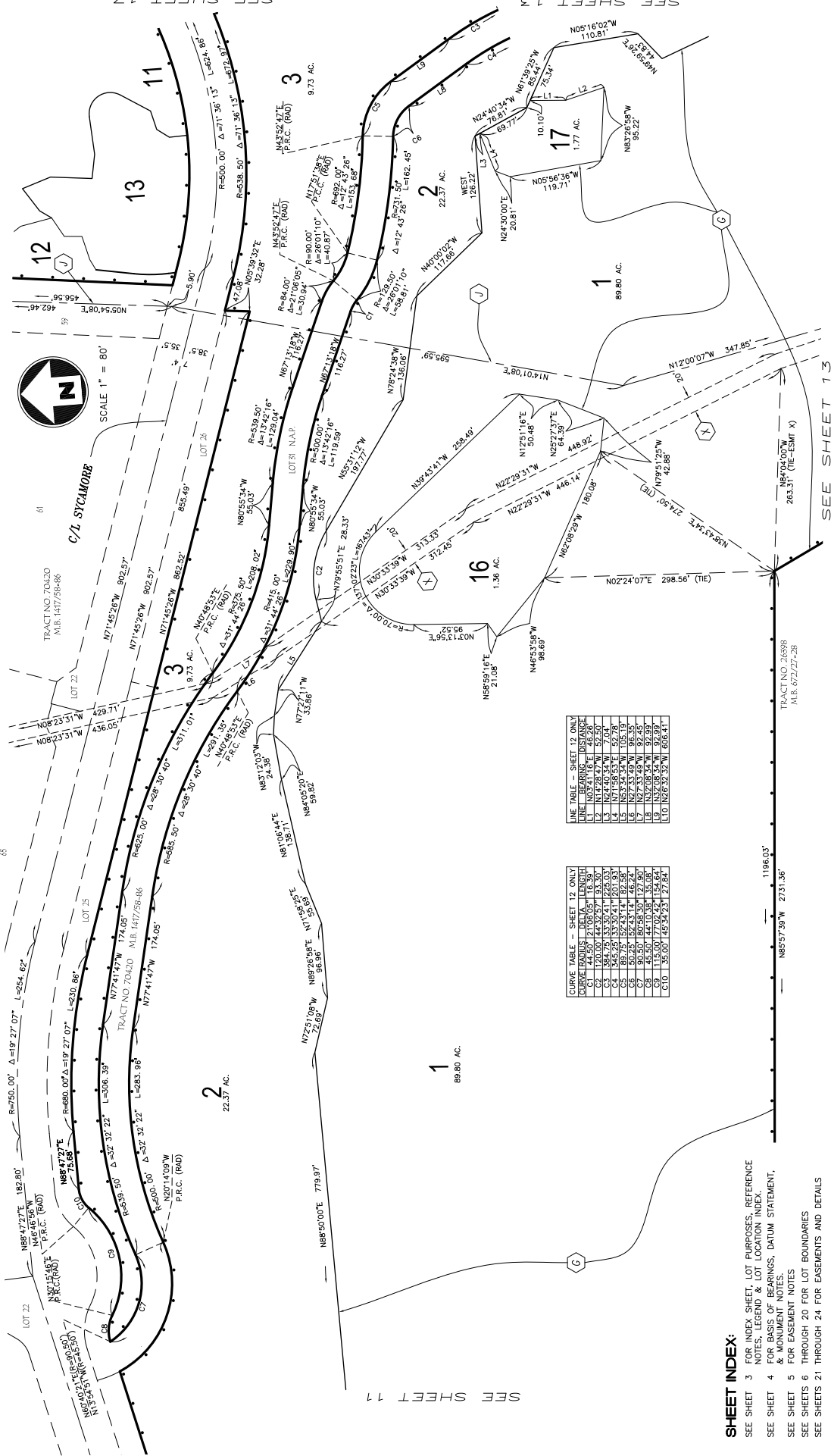
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WILSON MIKAMI CORPORATION

RICHARD A. TETREAULT P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

SHEET 12 OF 24 SHEETS

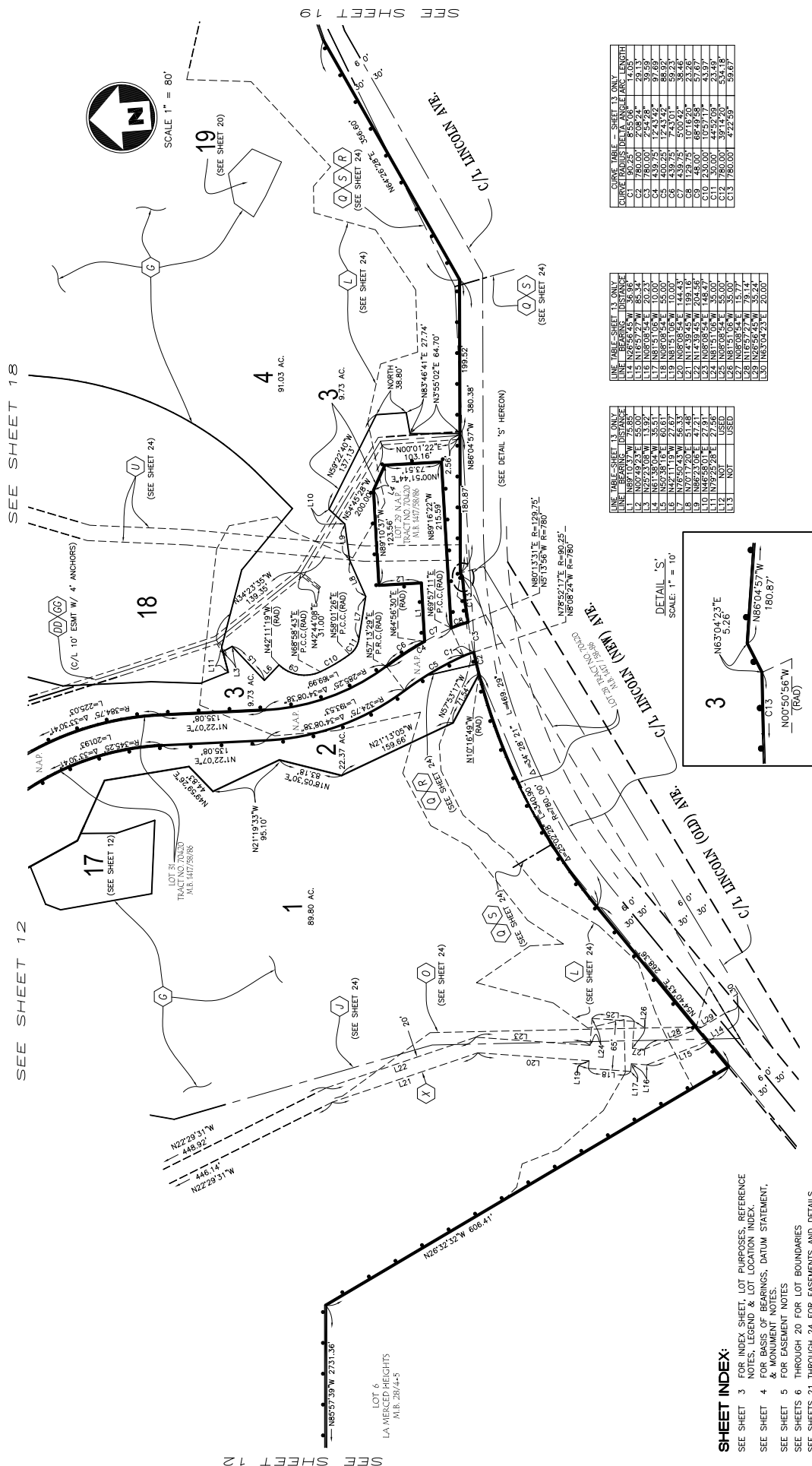


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- SEE SHEET 5 FOR EASEMENT NOTES
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- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

TRACT NO. 82727

WILSON MIKAMI CORPORATION
RICHARD A. TETREault P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018



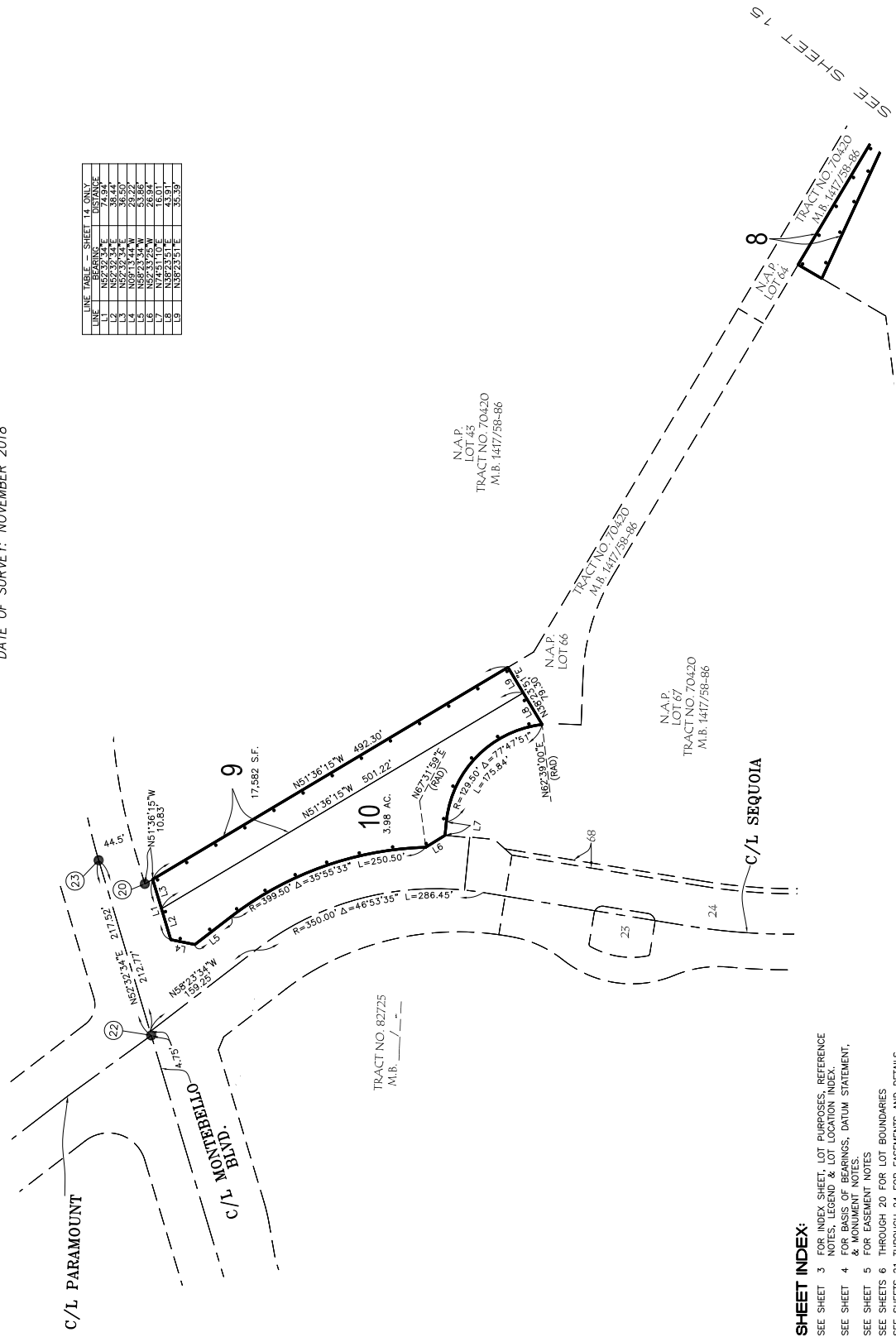
LINE	TABLE	SHEET	13 ONLY
LINE	BEARING	DISTANCE	
1	N89°10'37"W	75.85	
2	N00°49'23"E	55.00	
3	N25°23'08"W	13.92	
4	N61°38'04"W	35.51	
5	N50°38'16"E	60.61	
6	N42°11'19"W	27.67	
7	N76°50'43"W	56.33	
8	N70°17'20"E	51.48	
9	N86°23'06"E	47.21	
10	N46°58'01"E	27.91	
11	N75°25'28"E	27.56	
12	NOT USED		
13	NOT USED		

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SEE SHEET 5 FOR EASEMENT NOTES
SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES
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TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
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WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418
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TOTAL ACRES: 246.76 AC.
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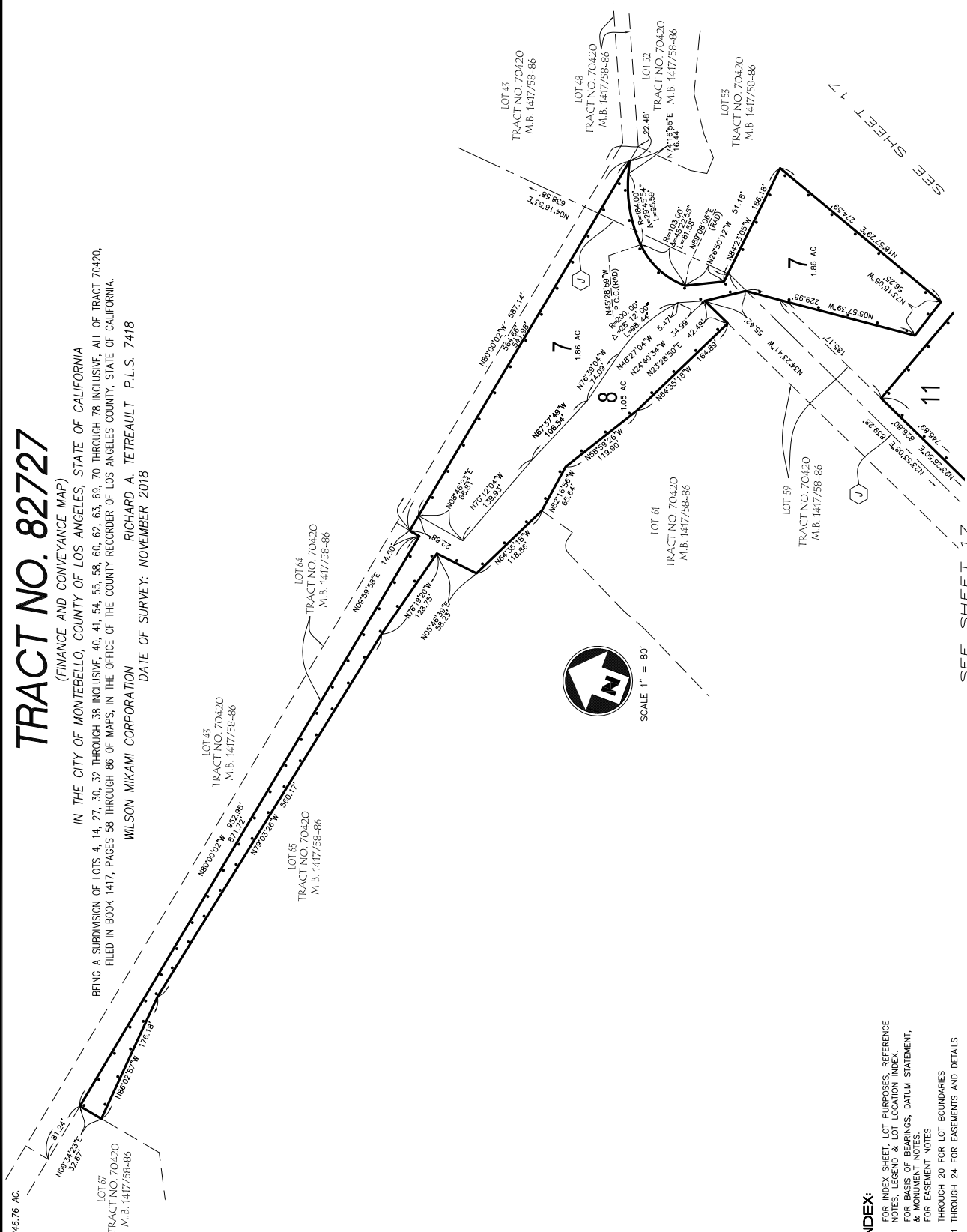


SHEET INDEX:
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NOTES, LEGEND & LOT LOCATION INDEX.
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TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
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WILSON MIKAMI CORPORATION
RICHARD A. TETREAU, P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 14



SHEET INDEX:

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(FINANCE AND CONVEYANCE MAP)

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018



SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE
NOTES, LEGEND & LOT LOCATION INDEX.

SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT,
& MONUMENT NOTES.

SEE SHEET 5 FOR EASEMENT NOTES

SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES

SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

SEE SHEET 19

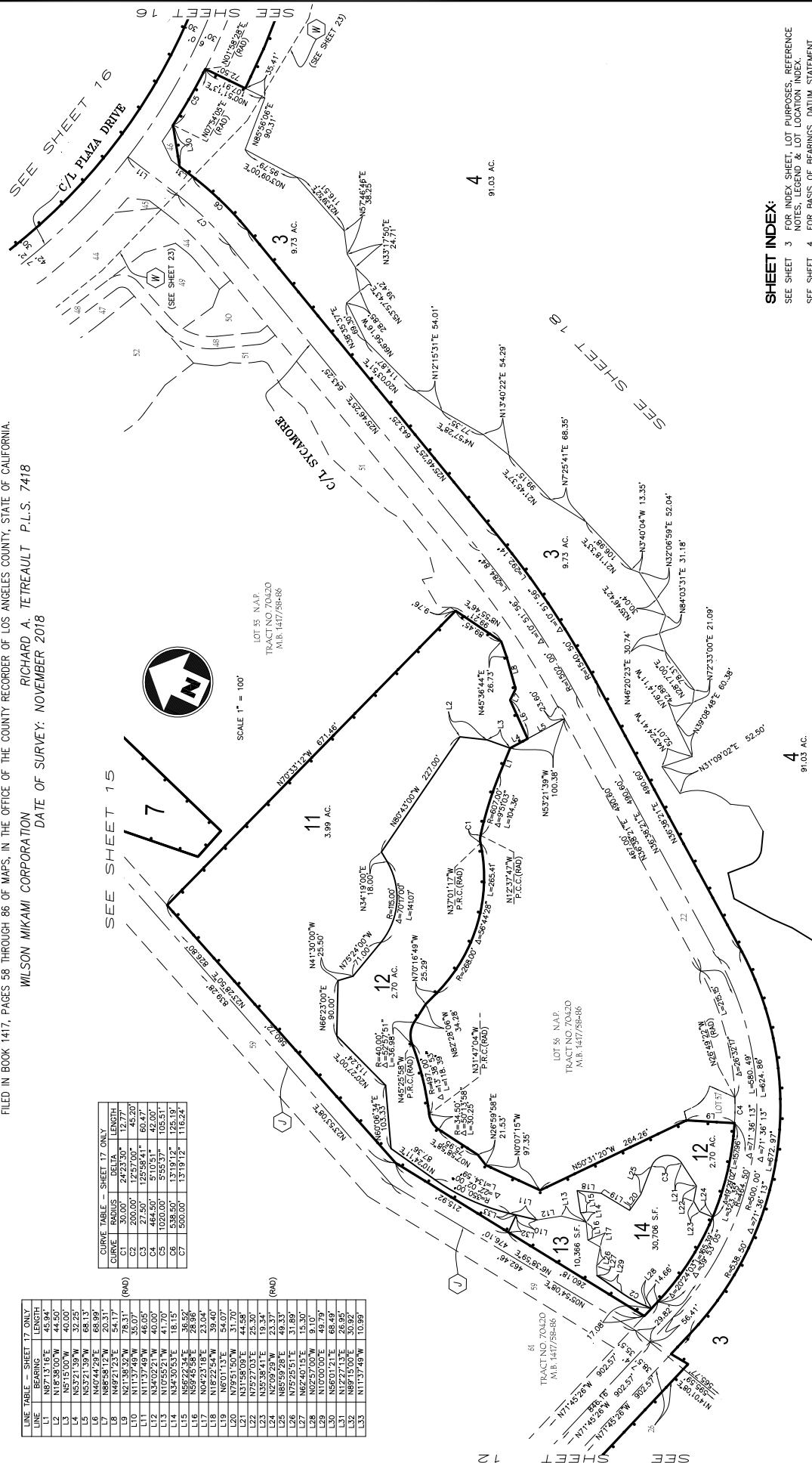
TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.
WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

TOTAL ACRES: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

LINE TABLE - SHEET 17 ONLY			
LINE	BEARING	LENGTH	
L1	N87°13'16"E	45.94'	
L2	N18°38'00"W	44.50'	
L3	N87°15'00"W	40.00'	
L4	N87°15'00"W	40.00'	
L5	N33°21'39"W	68.13'	
L6	N40°44'29"E	68.99'	
L7	N88°58'12"W	20.31'	
L8	N49°21'23"E	54.17'	
L9	N21°39'26"W	46.33'	
L10	N21°39'26"W	46.33'	
L11	N11°37'49"W	46.05'	
L12	N34°02'21"W	40.00'	
L13	N10°55'21"W	41.70'	
L14	N34°30'53"E	18.15'	
L15	N69°45'58"E	28.52'	
L16	N69°45'58"E	28.52'	
L17	N04°23'18"E	23.04'	
L18	N18°22'54"W	39.40'	
L19	N60°11'13"E	54.07'	
L20	N79°51'50"W	31.70'	
L21	N29°27'03"E	25.30'	
L22	N35°38'41"E	19.34'	
L23	N2°09'29"W	23.37'	
L24	N89°59'28"E	49.33'	
L25	N89°59'28"E	49.33'	
L26	N22°40'15"E	11.30'	
L27	N02°27'00"W	9.10'	
L28	N10°00'00"E	49.79'	
L29	N50°12'17"E	68.49'	
L30	N12°27'13"E	26.95'	
L31	N12°27'13"E	26.95'	
L32	N11°37'49"W	10.99'	
L33	N11°37'49"W	10.99'	

CURVE TABLE - SHEET 17 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	150.00'	180°	300.00'
C2	200.00'	172°57'00"	45.20'
C3	27.50'	125°58'41"	60.47'
C4	484.50'	57°05'11"	42.00'
C5	1020.00'	5°55'37"	105.51'
C6	558.50'	13°19'12"	125.19'
C7	550.00'	13°19'12"	116.24'



SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT, EASEMENTS, AND EASEMENT NOTES.
- SEE SHEET 5 FOR EASEMENT NOTES.
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES.
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

TRACT NO. 82727

SHEET 19 OF 24 SHEETS

TOTAL ACREAGE, 246.76 AC.
NUMBER OF LOTS,
27 NUMBERED

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78 INCLUSIVE, ALL OF TRACT 70420,
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WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

CURVE TABLE - SHEET 19 ONLY			
CURVE	RADIUS	DELTA	LENGTH
C1	241.00'	41°50'00"	179.96'
C2	3000.00'	2°10'37"	113.99'
C3	100.00'	16°00'00"	15.71'
C4	80.00'	19°24'50"	22.08'
C5	25.00'	55°37'52"	24.27'
C6	15.00'	58°59'37"	15.47'
C7	272.00'	1°24'40"	1.66±

LINE TABLE - SHEET 19 ONLY			
LINE	BEARING	LENGTH	AREA
L1	N89°11'09"W	34.76'	
L2	N24°00'53"W	46.87'	
L3	N1°22'14"W	21.12'	
L4	N1°22'14"W	47.54'	
L5	N1°22'14"W	17.75'	
L6	N18°49'18"E	36.94'	
L7	N1°22'35"E	133.09'	
L8	N1°22'14"W	26.41'	
L9	N32°37'39"E	81.31'	
L10	N88°15'31"E	22.90'	
L11	N1°22'14"W	17.75'	
L12	N84°55'00"E	17.51'	
L13	N48°04'14"E	8.00'	
L14	N19°22'53"E	59.80'	
L15	N50°35'18"E	74.55'	
L16	N1°22'14"W	17.75'	
L17	N38°15'03"E	24.02'	
L18	N38°15'03"E	24.02'	
L19	N84°59'50"W	35.87'	
L20	N38°14'22"E	9.55'	

SEE SHEET 22
FOR MORE EASEMENTS

SEE SHEET 18

SEE SHEET 14

SEE SHEET 21



SCALE 1" = 150'

WHITTIER NARROWS

C/L LINCOLN AVE.
(SEE SHEET 21)

SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT, EASEMENT NOTES.
- SEE SHEET 5 FOR EASEMENT NOTES.
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES.
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

TOTAL ACRES: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)

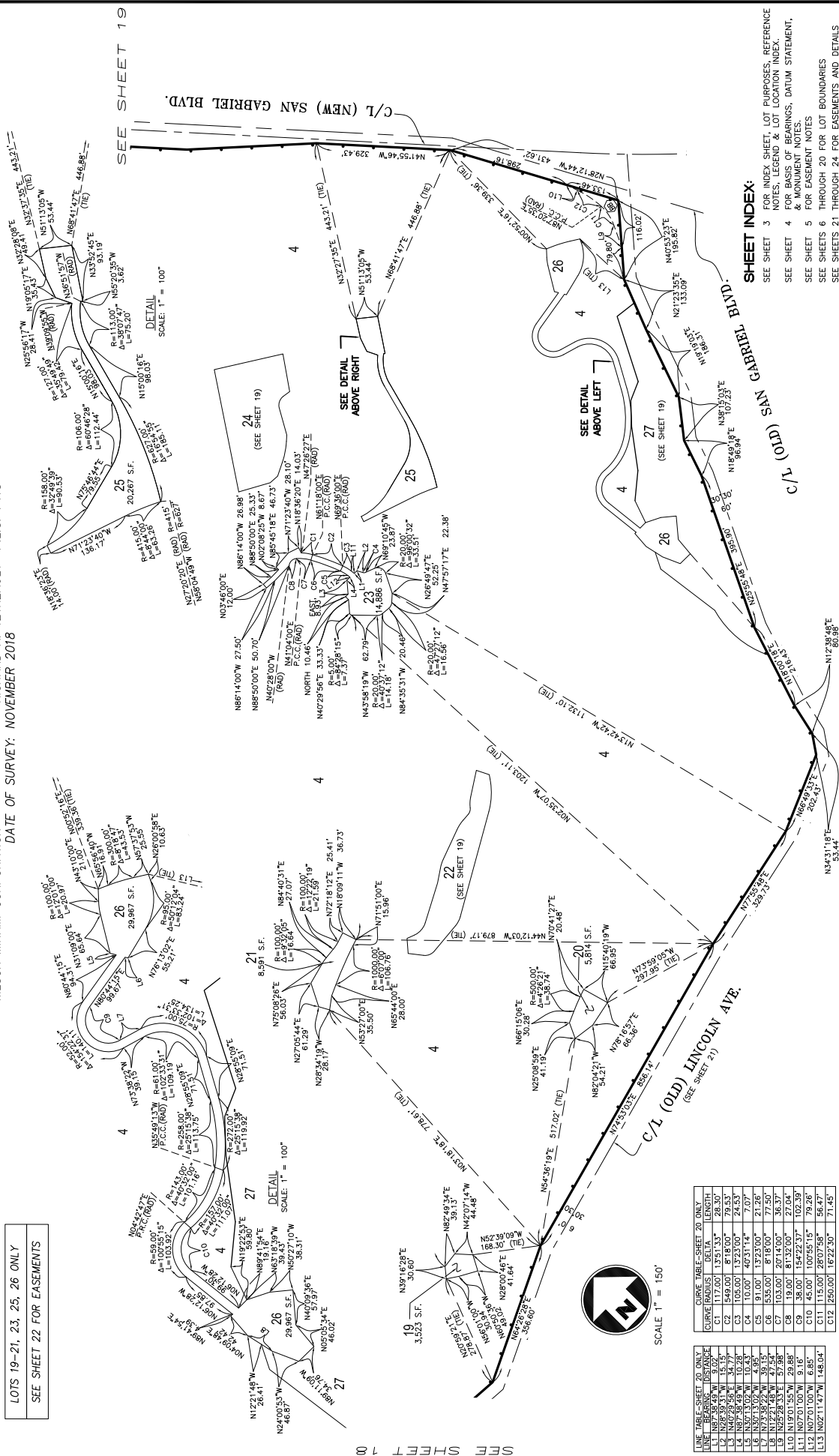
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
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WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

LOTS 19-21, 23, 25, 26 ONLY
SEE SHEET 22 FOR EASEMENTS



SHEET INDEX:

SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE
SEE SHEET 4 FOR NOTES, LEGEND & LOT LOCATION INDEX.
SEE SHEET 5 FOR BASIS OF BEINGS, DATUM STATEMENT,
SEE SHEET 6 FOR EASEMENT NOTES
SEE SHEETS 7 THROUGH 20 FOR LOT BOUNDARIES
SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS

LINE	BEARING	DISTANCE
C1	N117.00°E	135.33'
C2	N117.00°E	28.30'
C3	N105.00°E	132.00'
C4	N105.00°E	24.53'
C5	N105.00°E	24.53'
C6	N105.00°E	24.53'
C7	N105.00°E	24.53'
C8	N105.00°E	24.53'
C9	N105.00°E	24.53'
C10	N105.00°E	24.53'
C11	N105.00°E	24.53'
C12	N105.00°E	24.53'
C13	N105.00°E	24.53'

CURVE	RADIUS	DELTA	LENGTH
C1	117.00'	135.33°	28.30'
C2	117.00'	28.30°	135.33'
C3	105.00'	132.00°	24.53'
C4	105.00'	24.53°	132.00'
C5	105.00'	24.53°	132.00'
C6	105.00'	24.53°	132.00'
C7	105.00'	24.53°	132.00'
C8	105.00'	24.53°	132.00'
C9	105.00'	24.53°	132.00'
C10	105.00'	24.53°	132.00'
C11	105.00'	24.53°	132.00'
C12	105.00'	24.53°	132.00'
C13	105.00'	24.53°	132.00'

TRACT NO. 82727

(FINANCE AND CONVEYANCE MAP)
IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
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WILSON MIKAMI CORPORATION
RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

EASEMENTS ONLY

LINE	BEARING	DISTANCE
1	N75°19'19"W	116.34'
2	N75°19'19"W	116.34'
3	N77°53'56"E	140.01'
4	N77°53'56"E	140.01'
5	N77°53'56"E	140.01'
6	N77°53'56"E	140.01'
7	N77°53'56"E	140.01'
8	N77°53'56"E	140.01'
9	N77°53'56"E	140.01'
10	N77°53'56"E	140.01'
11	N77°53'56"E	140.01'
12	N77°53'56"E	140.01'
13	N77°53'56"E	140.01'
14	N77°53'56"E	140.01'
15	N77°53'56"E	140.01'
16	N77°53'56"E	140.01'
17	N77°53'56"E	140.01'
18	N77°53'56"E	140.01'
19	N77°53'56"E	140.01'
20	N77°53'56"E	140.01'
21	N77°53'56"E	140.01'
22	N77°53'56"E	140.01'
23	N77°53'56"E	140.01'
24	N77°53'56"E	140.01'
25	N77°53'56"E	140.01'
26	N77°53'56"E	140.01'
27	N77°53'56"E	140.01'
28	N77°53'56"E	140.01'
29	N77°53'56"E	140.01'
30	N77°53'56"E	140.01'
31	N77°53'56"E	140.01'
32	N77°53'56"E	140.01'
33	N77°53'56"E	140.01'
34	N77°53'56"E	140.01'
35	N77°53'56"E	140.01'
36	N77°53'56"E	140.01'
37	N77°53'56"E	140.01'
38	N77°53'56"E	140.01'
39	N77°53'56"E	140.01'
40	N77°53'56"E	140.01'



SEE SHEET 24

SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
- SEE SHEET 4 FOR BASIS OF BEARINGS, DATUM STATEMENT, EASEMENT NOTES.
- SEE SHEET 5 FOR EASEMENT NOTES.
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES.
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

TOTAL ACREAGE: 246.76 AC.
NUMBER OF LOTS:
27 NUMBERED

TRACT NO. 82727

SHEET 23 OF 24 SHEETS

(FINANCE AND CONVEYANCE MAP)

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 4, 14, 27, 30, 32 THROUGH 38 INCLUSIVE, 40, 41, 54, 55, 58, 60, 62, 63, 69, 70 THROUGH 78
INCLUSIVE, ALL OF TRACT 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

WILSON MIKAMI CORPORATION

RICHARD A. TETREAU P.L.S. 7418

DATE OF SURVEY: NOVEMBER 2018

EASEMENTS ONLY

LINE TABLE - SHEET 23 ONLY		
LINE	BEARING	DISTANCE
L1	N48°04'14"E	126.57'
L2	N24°41'52"W	4.50'
L3	N65°18'08"E	71.61'
L4	N48°04'14"E	126.57'
L5	N48°04'14"E	40.00'
L6	N41°55'46"W	60.00'
L7	N41°55'46"W	60.00'
L8	N48°04'14"E	40.00'
L9	N48°04'14"E	206.57'
L10	N48°04'14"E	196.57'
L11	N48°04'14"E	10.00'
L12	N55°36'16"E	138.46'
L13	N55°36'16"E	76.27'
L14	N55°36'16"E	62.19'
L15	N71°15'01"E	70.84'
L16	N32°23'45"W	72.40'
L17	N85°04'46"E	67.27'
L18	N42°03'06"E	64.44'
L19	N63°52'42"W	80.06'
L20	N79°21'10"W	59.87'
L21	N44°48'12"W	24.04'
L22	N03°10'11"W	34.06'
L23	N64°11'16"W	3.76'
L24	N65°18'08"E	93.19'
L25	N65°18'08"E	87.00'

LINE TABLE - SHEET 23 ONLY		
LINE	BEARING	DISTANCE
L26	N79°39'27"E	43.74'
L27	N88°11'14"E	57.04'
L28	N76°42'03"E	77.13'
L29	N64°08'35"E	50.09'
L30	N48°42'01"E	54.17'
L31	N00°11'48"E	51.59'
L32	N00°11'48"E	38.11'
L33	N00°11'48"E	13.48'
L34	N48°04'14"E	115.52'
L35	N48°04'14"E	124.57'
L36	N41°55'46"W	112.00'
L37	N48°04'14"E	24.00'
L38	N41°55'46"W	100.00'
L39	N41°55'46"W	60.00'
L40	N48°04'14"E	22.00'
L41	N41°55'46"W	72.00'
L42	N48°04'14"E	153.09'

CURVE TABLE - SHEET 23 ONLY			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	410.00'	21°36'17"	154.60'
C2	440.00'	21°36'17"	165.91'
C3	470.00'	21°36'17"	177.22'
C4	30.00'	90°00'00"	47.12'
C5	30.00'	90°00'00"	47.12'
C6	8.00'	90°00'00"	12.57'
C7	8.00'	90°00'00"	12.57'



SCALE 1" = 80'

SHEET INDEX:

- SEE SHEET 3 FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
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- SEE SHEET 5 FOR EASEMENT NOTES.
- SEE SHEETS 6 THROUGH 20 FOR LOT BOUNDARIES.
- SEE SHEETS 21 THROUGH 24 FOR EASEMENTS AND DETAILS.

SEE SHEET 22

WILSON MIKAMI CORPORATION RICHARD A. TETREAU P.L.S. 7418
DATE OF SURVEY: NOVEMBER 2018

SEE SHEET 18 18

SCALE 1" = 80'

LINE	TABLE	SHEET	24 ONLY
1	27	28	29
2	27	28	29
3	27	28	29
4	27	28	29
5	27	28	29
6	27	28	29
7	27	28	29
8	27	28	29
9	27	28	29
10	27	28	29
11	27	28	29
12	27	28	29
13	27	28	29
14	27	28	29
15	27	28	29
16	27	28	29
17	27	28	29
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31	27	28	29
32	27	28	29
33	27	28	29
34	27	28	29
35	27	28	29
36	27	28	29
37	27	28	29
38	27	28	29
39	27	28	29
40	27	28	29
41	27	28	29
42	27	28	29
43	27	28	29
44	27	28	29
45	27	28	29
46	27	28	29
47	27	28	29
48	27	28	29
49	27	28	29
50	27	28	29

LINE	TABLE	SHEET	24	ONLY
LINE	BEARING	DISTANCE		
152	93°06'02"	26.50		
153	93°06'02"	26.50		
154	87°03'58"	75.50		
155	54°04'24"	11.19		
156	55°17'06'02"	30.50		
157	56°11'20'47"	31.00		
158	56°30'24'33"	102.00		
159	58°57'37'39"	4.50		
160	59°09'17'31"	50.00		
161	60°17'12'10"	70.00		
162	61°03'24'33"	24.22		
163	62°05'45'46"	69.00		
164	64°12'03'41"	80.00		
165	NOT USED			
166	64°43'21'18"	200.00		
167	65°50'52'18"	268.86		
168	67°13'35'47"	236.70		
169	68°19'17'16"	253.73		
170	69°48'10'18"	253.57		
171	68°57'48"24"	224.19		
172	67°57'48"24"	224.19		

LINE	TABLE	SHEET	24 ONLY
LINE	Bearing	DISTANCE	
L73	N86°04'57" W	52.02	
L74	N03°55'03" E	30.00	
L75	N86°03'15" W	23.54	
L76	N86°04'57" W	20.00	
L77	N86°07'20" W	16.75	
L78	N09°21'32" E	123.88	
L79	N03°20'48" E	231.65	
L80	N06°33'29" E	128.92	
L81	N20°32'20" E	105.36	
L82	N69°27'40" W	20.00	
L83	N20°32'20" E	102.90	
L84	N06°33'29" E	126.96	
L85	N09°20'48" E	231.09	
L86	N03°21'32" E	123.03	

SEE SHEET	3	FOR INDEX SHEET, LOT PURPOSES, REFERENCE NOTES, LEGEND & LOT LOCATION INDEX.
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SEE SHEET	5	FOR EASEMENT NOTES
SEE SHEETS	6 THROUGH 20	FOR LOT BOUNDARIES
SEE SHEETS	21 THROUGH 24	FOR EASEMENTS AND DETAILS

Notice of CEQA Exemption

ATTACHMENT C

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Montebello Hills Specific Plan Project – Final Tract Map No. 82727

Project Location: Montebello Hills Specific Plan – 1400 N. Montebello Boulevard, Montebello, CA 90640

Case Number(s): Vesting Tentative Tract Map (VTTM) No. 70420

Description of Nature, Purpose, and Beneficiaries of Project: The proposed project consists of the open space and Habitat Reserve within the approved Montebello Hills Specific Plan.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Toll CAXX, L.P. (“Toll Brothers”)

Exempt Status (*check one*)

☒ Ministerial (Sec. 21080(b)(1); 15268(b)(3))

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number:

☒ Statutory Exemptions. State code number: CEQA Guidelines Section 15182 and Government Code Section 65457

(residential projects consistent with a community plan/specific plan for which an Environmental Impact Report was certified after January 1, 1980).

Justification for Project Exemption:

An Environmental Impact Report (“EIR”) was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) (Pub. Res. Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation. This is a Final Map for a portion of a previously approved Vesting Tentative Tract Map No. 70420 and it meets all requirements and conditions of the previously approved tentative tract map and is ministerial in nature pursuant to Gov. Code § 66473. In addition, the Final Tract Map relates to the open space and habitat reserve for a residential project and is approved consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and none of the events under Public Resources Code Section 21166 have occurred.

Lead Agency Contact Person: Joseph Palombi, Director of Planning and Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☐ Signed by Lead Agency

☐ Signed by Applicant



ITEM # 18

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

**SUBJECT: ADOPT RESOLUTION NO. 23-35 FOR THE FISCAL YEAR 2023-24
LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE
LANDSCAPE ASSESSMENT DISTRICT**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-35 (Attachment A) establishing the City's intention for the Fiscal Year 2023-24 Levy of Annual Assessments for the Natasha Lane Landscape Assessment; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer's Report; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The maintenance cost for landscaping within the District will be funded through the Fiscal Year 2023-24 Annual Landscape Assessment District. Development of the FY 2023-24 budget will include revenue and expenditure appropriations reflecting the levy of the assessment and projected cost of providing maintenance service to the district.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development located near the intersection of Whittier Boulevard and Bluff Road. As part of the development, new landscaping was installed on both sides of Natasha Lane and along the frontage of the property fronting the south side of Whittier Boulevard as well as the rear portion of the property around the cul-de-sac. The City is responsible for the maintenance of the common landscape areas.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 2

The properties benefiting from these improvements were assessed in FY 2022-23. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance for FY 2023-24.

The boundary of the assessment district is shown in Exhibit "A" attached to the Resolution.

The attached Resolution establishes the City Council's intention to levy the assessment and orders the preparation of a Preliminary Engineer's Report for the assessment district. The approval of the resolution initiates the assessment proceedings. There will be a subsequent Public Hearing to present the Preliminary Engineer's Report and approve the recommended assessments. Upon approval, Staff will work with the County of Los Angeles to transmit the requisite documentation to place the assessment on the property owner's annual property tax bill.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider approval of a resolution establishing the City's intention to levy an assessment for landscape maintenance installed as part of the Natasha Lane housing development fronting the south side of Whittier Boulevard and orders the preparation and filing of a Preliminary Engineer's Report for the assessment district. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance and replacement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-35 Natasha Lane Landscape

NEXT STEPS:

N/A

RESOLUTION NO. 23-35

RESOLUTION OF THE CITY OF MONTEBELLO INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2023-2024 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE A PRELIMINARY ENGINEER'S REPORT.

RECITALS

WHEREAS, the City Council of the City of Montebello proposes to levy the annual assessment for the properties 1 to 20 located along Natasha Lane (see Exhibit "A"), for Landscape Maintenance District (hereinafter referred to as the District) pursuant to the provision of Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, the Provisions of Division 15, Part 2, require a written report in accordance with Chapter 3 (commencing with Section 22620).

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

SECTION 1: That the above recital are all true and correct and are hereby incorporated herein,

SECTION 2: The City Engineer is hereby ordered to prepare and file with the City Council a preliminary report relating to the FY 2023-2024 levy of annual assessments for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 3: Upon completion, said report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Streets and Highways Code.

APPROVED AND ADOPTED this 24th day of May 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-35

Page 2 of 2

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. 23-35 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 24th day of May 2023 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

EXHIBITS:

- Exhibit A – Landscape Assessment District Area

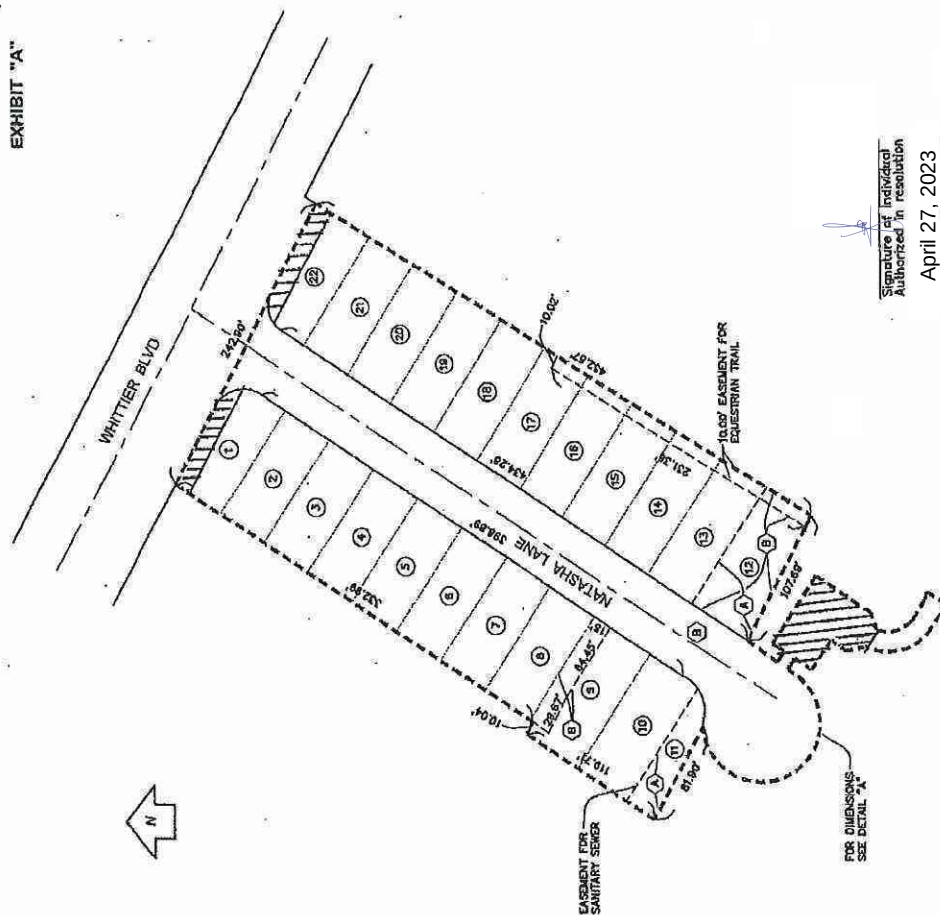
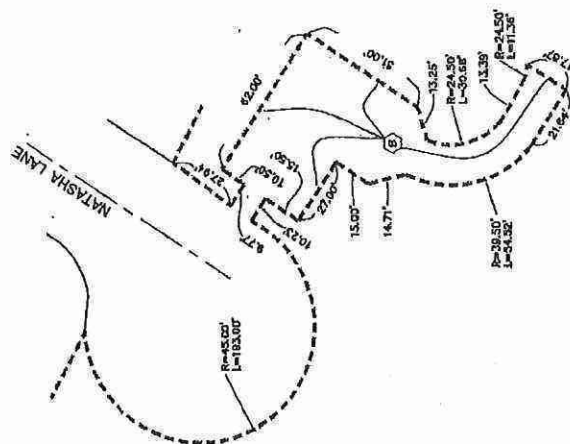
EXHIBIT "A"

LEGEND:

- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORY DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

AREAS OF MAINTENANCE

LANDSCAPE ASSESSMENT DISTRICT AREA



Signature of Individual
Authorized in resolution

April 27, 2023

Date _____

**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**



ITEM # 19

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **ADOPT A RESOLUTION FOR THE FISCAL YEAR (FY) 2023-24 LEVY OF ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM DRAIN PUMP STATION ASSESSMENT DISTRICT**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt a Resolution (Attachment A) establishing the City's intention for the FY 2023-24 Levy of Annual Assessments for the Natasha Lane Sewer and Storm Drain Pump Station Assessment District; and
2. Authorize the City Engineer to prepare and file a Preliminary Engineer's Report; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The operation and maintenance costs for the sewer and storm drain facilities servicing this development will be funded through the FY 2023-24 annual assessment district. The FY 2023-24 budget will include appropriations for both revenue received and associated expenditures required to maintain the sewer and storm drain in the district.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development located near the intersection of Whittier Boulevard and Bluff Road completed in 2005. Due to the topography, the development included construction of sewer and storm drain pump stations. The City is responsible for the maintenance and operation of the pump stations and appurtenant facilities.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 2

The properties benefiting from these improvements were assessed in Fiscal Year 2022-2023. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and operation for FY 2023-24.

The boundary of the assessment district is shown in Exhibit "A" attached to the Resolution.

The attached Resolution establishes the City Council's intention to levy the assessment and orders the preparation of a Preliminary Engineer's Report for the assessment district. The approval of the resolution initiates the assessment proceedings. There will be a subsequent Public Hearing to present the Preliminary Engineer's Report and approve the recommended assessments. Upon approval, Staff will work with the County of Los Angeles to transmit the requisite documentation to place the assessment on the property owner's annual property tax bill.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider approval of a resolution establishing the City's intention to levy an assessment for the operation and maintenance of the sewer and storm drain pump stations installed as part of the Natasha Lane housing development and orders the preparation and filing of a Preliminary Engineer's Report for the assessment district. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance, operation, and replacement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-36

NEXT STEPS:

N/A

RESOLUTION NO. 23-36

RESOLUTION OF THE CITY OF MONTEBELLO INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2023-2024 LEVY OF ANNUAL ASSESSMENTS FOR SEWER PUMP STATION AND STORM DRAIN PUMP STATION OPERATION AND MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND AUTHORIZING THE CITY ENGINEER TO PREPARE AND FILE A PRELIMINARY ENGINEER'S REPORT.

RECITALS

WHEREAS, the City Council of the City of Montebello proposes to levy the annual assessment for the properties 1 to 20 located along Natasha Lane (see Exhibit "A"), for the Sewer Pump Station and Storm Water Pump Station Operation and Maintenance District (hereinafter referred to as the District) pursuant to the provision of Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, the Provisions of Division 15, Part 2, require a written report in accordance with Chapter 3 (commencing with Section 22620).

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

SECTION 1: That the above recital are all true and correct and are hereby incorporated herein,

SECTION 2: The City Engineer is hereby ordered to prepare and file with the City Council a preliminary report relating to the FY 2023-2024 levy of annual assessments for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 3: Upon completion, said report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Streets and Highways Code.

APPROVED AND ADOPTED this 24th day of May 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-36

Page 2 of 2

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. 23-36 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 24th day of May 2023 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

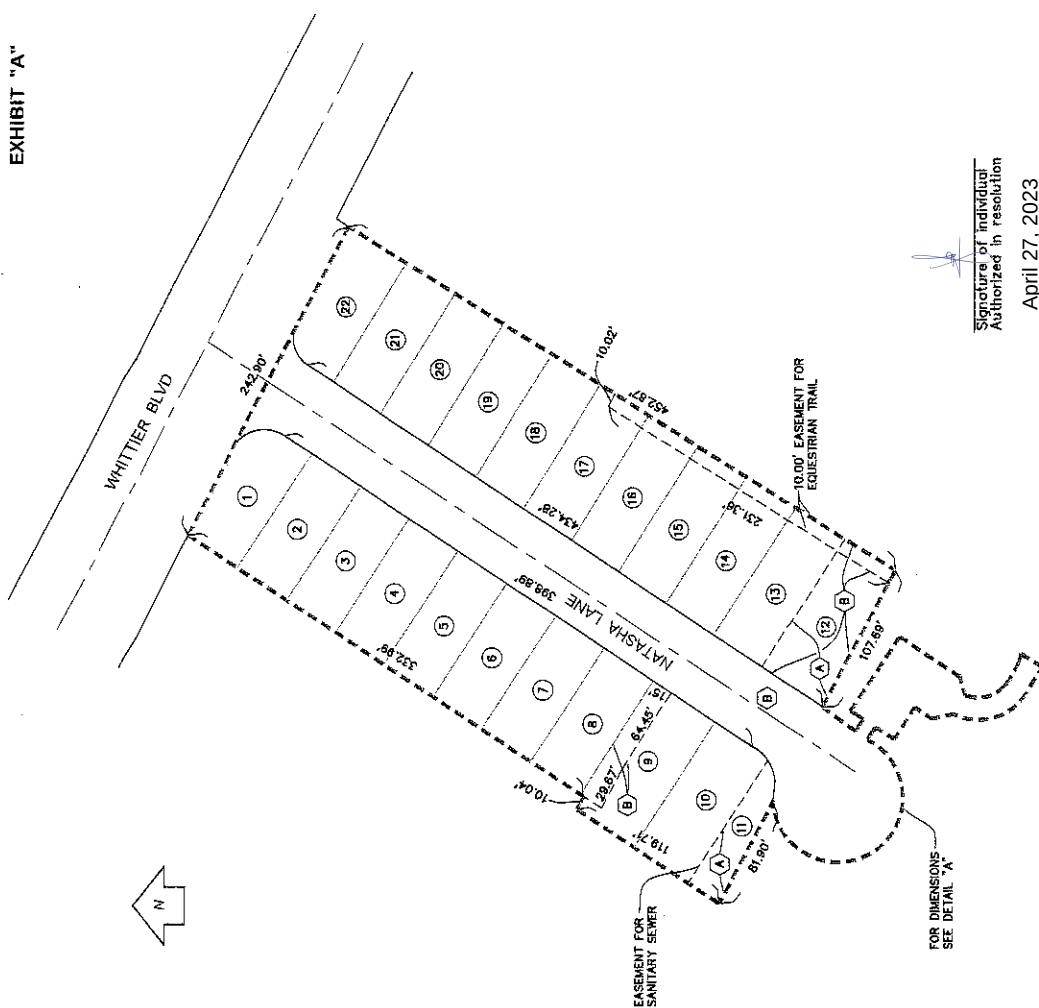
EXHIBITS:

- Exhibit A – Boundary of Assessment District

LEGEND:

- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

BOUNDARY OF ASSESSMENT DISTRICT



DETAIL "A"

**NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION ASSESSMENT BOUNDARY MAP**

Signature of individual
Authorized in resolution

April 27, 2023

Date _____



ITEM # 20

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVE TASK NO. 5 UNDER MASTER RETAINER AGREEMENT NO. 3999 WITH MARK THOMAS & COMPANY, INC. FOR ENGINEERING DESIGN SERVICES FOR THE PAVING THE WAY PROGRAM PROJECT – MONTEBELLO BOULEVARD FROM WEST LOS ANGELES AVENUE TO LINCOLN AVENUE (C.P. NO.888)**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Task Order No. 5 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas for Engineering Design Services for a fee not-to exceed \$282,008; and
2. Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City issued \$25 million in bonds in December 2019, with all bond proceeds utilized to pay for a citywide street repair and paving project (Paving the Way). Debt service related to issuance of the bonds is paid for utilizing local return fund (LRF) appropriations from Measure M, Measure R and Proposition C. This specific project will be funded by using bond proceeds backed by Proposition C. Sufficient bond proceeds backed by Proposition C are available to pay for the recommended services in the amount of \$282,008. No budget amendments are necessary at this time. This project will be included in the Fiscal Year 2023-24 Capital Improvement Program (CIP).

BACKGROUND/DISCUSSION:

Architectural & Engineering Services

On June 22, 2022, The City Council approved Master Retainer Agreement No. 3999 with Mark Thomas for on-call engineer design services. Mark Thomas was one of the three companies selected from the On-call Architectural and Engineering Design Services Bench List in response to RFP No. 22-8, a qualification-based selection. The recommended engagement letter is Task No. 5 for Mark Thomas. Attachment A, Engagement Letter contains details about the scope of services and the project fee. The total fee was negotiated on an estimated hourly basis, based on the staff that will be working on the project.

Montebello Boulevard from West Los Angeles Avenue to Lincoln Avenue is one of the arterials that is part of the Paving the Way Program. The project includes the repair/or replacement of damaged pavement, pedestrian ramps, driveway approaches, curb and gutter, sidewalks, and specific spots of asphalt that need to be repaired prior to a full grind-and-overlay of the asphalt surface. The project will also add raised medians at various locations with landscaping matching the recently completed Montebello Boulevard improvements north of Lincoln Avenue. The engineering design services fee was negotiated at an estimated fee not-to-exceed \$282,008.

The recommended Professional Engineering Design Services agreement with Mark Thomas will provide engineering design services to complete the design of the Montebello Boulevard from West Los Angeles Avenue to Lincoln Avenue Project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will execute the Engagement Letter with Mark Thomas & Company, Inc. and coordinate the completion of the design for the Project.

ATTACHMENT(S)

1. Attachment A- Engagement Letter Task No. 5

NEXT STEPS:

N/A



Date: 5/24/2023

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

PROJECT/SERVICES: Paving the Way Program – Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue
MASTER RETAINER AGREEMENT NO. 3999
TASK NO. 05

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage Mark Thomas. (the “Consultant”) to provide Engineering Design services for the Paving The Way Program for Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 3999) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of Two Hundred and Eighty-Two Thousand Eight Dollars (\$282,008), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022 and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works / City Engineer (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”

THE CITY OF MONTEBELLO
(the "City")

MARK THOMAS
(the "Consultant")

By: _____
Arlene Salazar, Assistant City Manager

By: _____

ATTEST:

Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

1. Exhibit A – Scope of Services
2. Exhibit B – Fee Schedule



January 25, 2023

Rita Montalvo, PE
Assistant Public Works Director
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

RE: Paving The Way Program (Montebello Blvd from Los Angeles Avenue to Lincoln Avenue)

Dear Rita:

We are pleased to submit our scope of services and fee proposal to provide engineering services for the Paving The Way Program Project for Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue. The following scope, fee and schedule are based upon the review of the 90% construction plans prepared by Infrastructure Engineers, topographic survey exhibits prepared by OnPoint Land Surveying, geotechnical report prepared by P.A. & Associates, and proposed median exhibits prepared by the City.

Mark Thomas will assume the responsibility and associated liability for stamping and signing of the project plans, thus requiring due diligence in ensuring the intent and accuracy of the previously prepared plans. With the lack of CAD files, we will rebuild the plan set, using the prior design as the starting point. Our team will conduct a field review to verify all field elements and site conditions are adequately represented on the plans. Additionally, we will prepare the necessary details of the curb ramps to facilitate construction and reduce contractor change orders.

The raised landscaped median is a new element to the proposed project that significantly impacts the existing plans as prepared. The project plan preparation will be altered to include the median layout and top of median curb profiles. Additionally, supplemental survey will be required.

Scope of Work

1. Design Development

1.1 Project Management

Project Administration

We will perform project administration. The tasks will include documentation, meeting management, budget tracking, scheduling, project task tracking, etc. to help the project stay on track.

Meetings (4)

A kickoff meeting will be held with the appropriate team members to establish the key contacts, design directives protocol, discuss issues, confirm objectives and schedule of deliverables.



Preliminary design (35% Design), 90% design, and final design comment review meetings will be held with the appropriate team members to review city comments, discuss design issues, and develop the project's PS&E.

1.2 Research and Investigation

Site Investigation

We will field walk site and inventory existing asphalt concrete condition, severe distress and deteriorated asphalt concrete areas, ADA and non-ADA curb ramps, broken concrete (curb, gutter, sidewalk, and driveway), visible utility, topography, drainage, and other notable features to consider in engineering design. Additionally, We will generate field notes and photograph log of the field walk.

Research and Obtain Record Maps and As-builts

We will obtain available research and as-builts from the City including R/W maps, roadway plans, utility plans, signing and striping plans, etc.

1.3 Project Survey

Topographic Survey Review

We will review the topographic survey, survey base map and data provided by the City's hired consultant, OnPoint Land Surveying Inc. (On Point), and compare the survey data with the collected data from our field investigation.

Supplemental Design Survey

OnPoint will perform a topographic survey on the painted lane lines at 25' intervals and shots on pavement adjacent to the proposed raised medians. OnPoint will also perform supplement survey at curb returns to facilitate curb ramp design and/or reflect a new ramp built after the original topo. On Point will provide updated topographic survey in AutoCAD format and updated project-wide DTM.

1.4 Utility Coordination

We will verify all utility owners and contacts within the project limits using Underground Search Alert. We will generate Introductory Letters/Records Requests, Utility Letter A, on City letterhead and request utility as-builts. Follow-ups with each utility owners will occur to verify the existence of any utilities and to secure available records and as-built information. We will prepare a utility base map by adding the verified utilities from the records and as-builts.

We will prepare and send Utility B and C letters to utility owners. Utility B letter will be the Relocation Claim Letter with Utility Conflict Sheets after the 35% submittal. Utility C letter will be the Notice to Owners Letters after the 90% submittal to appropriate utility owners. Coordination will include preparation of a Utility Matrix that will capture all utility owner contact information and document correspondence/communication with utility owners throughout the project duration.



1.5 Conceptual Plans

Median Layout Plans

We will prepare conceptual median layout plans for City's review and confirmation on the raised median configuration and associated improvements before proceeding to the 90% submittal. The plans (5 sheets) will be at a 1"=20' scale and include proposed raised median and typical sections.

Landscape Concept Plans

Mark Thomas will prepare an overall landscape improvement plan at 1"=40' (black and white) illustrating proposed irrigation points of connection, controller locations, and areas to receive irrigation, planting, and paving will be shown. An irrigation equipment list will be included for the City's maintenance personnel to review.

Separately, an enlargement plan of a 200ft segment of median will be developed to illustrate the proposed typical layout of trees, shrubs, and groundcovers for the medians. Plan will be 1"=20', color rendered, and will include a plant list and plant images.

Irrigation will be provided from new point of connections. Water main and electrical services are assumed to be available for these connections. No stormwater treatment, sidewalk design, parkway strip planting/irrigation, gateway signage, monuments, or median lighting are anticipated in the scope.

2. PS&E Development

2.1 65% Planting and Irrigation Plans (8 Sheets) and Cost Estimate

65% Planting and Irrigation plans will be prepared as an interim submittal to incorporate the approved irrigation/planting materials from the Conceptual Plans. The submittal will include planting plans (4 sheets) and irrigation plans (4 sheets) in scale 1"=20'. Besides showing the placements of trees, shrubs, groundcovers, and irrigation point of connections, controller, water meter, irrigation mainlines, conduit and sleeves, the proposed patterns and materials of median pavement within the back of curb, such as median nose and maintenance strip, will be included in these plans. A cost estimate will be prepared to accompany the Plans.

2.2 Project Plans (32 Sheets, 90%, Final Submittals)

We will develop the following improvement plans for the 90% and Final Submittals:

- Title Sheet (1)
- General Notes (1)
- Typical Sections & Construction Notes (1)
- Plan and Profile (10) – 1"=20'
- Curb Ramp & Driveway Detail Sheets (2) (9 curb ramps) – 1"=10'
- Signing and Striping Plans (3) - 1"=40'
- Irrigation and Planting Sheets (8) – 1"=20'
- Irrigation Detail Sheets (3)
- Planting Detail Sheets (2)



2.3 Specifications

We will prepare specifications packages using the latest APWA Greenbook 2021 and consistent with current City format. We anticipate the City will provide the boilerplate contract documents to be included in the specifications package. We will work with the City on assembling the entire contract document package.

2.4 Quantities & Estimates

Quantities will be generated using Bluebeam on a sheet-by-sheet basis. A cost estimate will be prepared to provide an engineer's estimate as a basis for the design. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs. We will research the latest unit prices available and consult with the City on specific prices and use our own information from other recent bids as available to ensure the unit prices are current.

2.5 Bidding Support

We will provide assistance, as required, to the City during bidding of the project. The work may include answering questions from prospective bidders (up to 5), assisting the City in the preparation of addenda to the PS&E during the advertisement period (up to 1), providing consultation and interpretation of the construction documents.

2.6 Construction Support

We will provide assistance, as required, to the City during construction of the project. The work may include reviewing cost proposal from contractors and making recommendations, review construction materials submittals (up to 5), conducting job walk (up to 1 day), and responding to RFIs (up to 5). We will prepare as-built plans to show the changes made to the construction plans during construction.

Schedule

Work will be completed within 5 months from Notice to Proceed, including 3-week City review periods at the milestone submittals.

Budget

We have prepared a fee estimate for these services, as detailed on the attached form. The total estimated cost is \$282,008.

Should you have any questions or concerns, please do not hesitate to contact me at (714) 815-5222 or through email at psomerville@markthomas.com.

Sincerely,

MARK THOMAS



Pat Somerville, PE
Project Manager



COST PROPOSAL FOR PROJECT SCOPE: Montebello - Paving The Way Program (Montebello Blvd from Los Angeles Avenue to Lincoln Avenue)

															Subconsultants		TOTAL COST	
		Sr. Engineering Manager \$361	Project Manager \$204	Sr. Project Engineer \$177	Project Engineer \$157	Design Engineer II \$135	Design Engineer I \$110	LAUD Division Manager \$246	LAUD Project Manager \$201	Landscape Architect \$141	Landscape Designer II \$111	Sr. Project Accountant \$176	Sr. Project Coordinator \$138	Total Hours	Total MT Cost	On Point Land Surveying, Inc.		Sub Mark-Up 5%
1.0	Design Development																	
1.1	Project Management																	
	Project Administration	8	4		4		4				6	14	40	\$8,304	-	\$0	\$8,304	
	Meetings (4 Including Kickoff)	8	8		8		6		6				36	\$8,098	-	\$0	\$8,098	
1.2	Research and Investigation																	
	Site Investigation	4	8		8	8			6	6			40	\$6,924	-	\$0	\$6,924	
	Research and Obtain Record Maps and As-builts				4	4			2				10	\$1,450	-	\$0	\$1,450	
1.3	Project Survey																	
	Topographic Survey Review				4	4							8	\$1,168	-	\$0	\$1,168	
	Supplemental Design Survey				4	4							8	\$1,168	3,600	\$180	\$4,948	
1.4	Utility Coordination																	
	Utility A/B/C Letters, Utility Base Map, and Coordination	2	4		24	24	40						94	\$12,946	-	\$0	\$12,946	
1.5	Conceptual Plans																	
	Conceptual Median Layout Plans	4	8	16		60							88	\$14,008	-	\$0	\$14,008	
	Conceptual Irrigation Connection Plan and Plant List (2)						4		16	40			60	\$7,680	-	\$0	\$7,680	
													0	\$0	-	\$0	\$0	
	Subtotal Phase 1	26	32	16	56	104	40	14	0	30	46	6	14	384	\$61,746	\$3,600	\$180	\$65,526
2.0	PS&E Development																	
2.1	65% Planting and Irrigation Plans (8) and Cost Estimate								20	64			84	\$9,924	-	\$0	\$9,924	
2.2	Project Plans (90% & Final)																	
	Title Sheet(1)		2		8		20						30	\$3,864	-	\$0	\$3,864	
	Construction Notes (1)		2		8		20						30	\$3,864	-	\$0	\$3,864	
	Typical Sections (1)	1	2		12		30						45	\$5,953	-	\$0	\$5,953	
	Plan and Profile (10) 1"=20'	8	16		80	120	200						424	\$56,912	-	\$0	\$56,912	
	Curb Ramp Detail Sheet (2) 1"=10'	2	4		24	64	100						194	\$24,946	-	\$0	\$24,946	
	Signing and Stgripping Plans (3) 1"=40'	1	2		24		80						107	\$13,337	-	\$0	\$13,337	
	Irrigation and Planting Sheet (8) 1"=20'								40	120			160	\$18,960	-	\$0	\$18,960	
	Irrigation Detail Sheet (3)								8	20			28	\$3,348	-	\$0	\$3,348	
	Planting Detail Sheet (2)								8	16			24	\$2,904	-	\$0	\$2,904	
2.3	Specifications	8	32		32				16				88	\$16,696	-	\$0	\$16,696	
2.4	Quantity & Estimate	8	40		40	24			2	14			128	\$22,404	-	\$0	\$22,404	
	Quality Control (Tasks 2.2-2.4)	16		40			8		4				68	\$15,388	-	\$0	\$15,388	
2.5	Bidding Support	2	4		6		12		4	8			36	\$5,252	-	\$0	\$5,252	
2.6	Construction Support	2	8		24		24			12	16		86	\$12,230	-	\$0	\$12,230	
													0	\$0	-	\$0	\$0	
	Subtotal Phase 2	48	112	40	258	208	486	8	0	114	258	0	0	1532	\$215,982	\$0	\$0	\$215,982
	TOTAL HOURS	74	144	56	314	312	526	22	0	144	304	6	14	1916				
	OTHER DIRECT COSTS													\$500	\$0		\$500	
	TOTAL COST	\$26,714	\$29,376	\$9,912	\$49,298	\$42,120	\$57,860	\$5,412	\$0	\$20,304	\$33,744	\$1,056	\$1,932		\$278,228	\$3,600	\$180	\$282,008

EXHIBIT A
Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

**Rates subject to escalation with new hourly rate schedule as of July 1, 2023*
***These charge rates are subject to Prevailing Wage laws and Union contract.*

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
 1511 COTA AVENUE
 LONG BEACH, CA 90813
 PH: 562-912-7900

POINT-OF-CONTACT:
 EDWARD LOK NG, PRESIDENT
 LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President

400 E Rincon St, Ste 202
 Corona, CA 92879



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET

SOLICITATION NO. 22-8

TITLE OF SOLICITATION

City of Montebello On-Call Architectural and Engineering Design Services

NAME OF OFFEROR

TATSUMI AND PARTNERS, INC.

HOME OFFICE ADDRESS

49 DISCOVERY, SUITE 120, IRVINE, CA 92618

POINT OF CONTACT

NAME: BEVERLY KAWAMOTO

PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com

EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES

GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

City of Montebello | On-Call Architectural and Engineering Design Services
Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.



ITEM # 21

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVAL OF THE FISCAL YEAR 2022-23 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Fiscal Year 2022-23 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Safe, Clean Water Program (SCWP) is estimated to generate up to \$112.54 million in annual revenue for the entire County. The FY 2022-23 local return allocation for Montebello is estimated at approximately \$930,084. The Fiscal Year 2023-24 Annual Plan provides an expenditure plan for this allotment.

The \$930,084 in revenue will be recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The \$930,084 in expenses will be recorded in Account No. 229-30-315- 6040.10 (Outside Contracts). Subsequent budgets will include the anticipated revenue and planned expenditures in Fund 229.

BACKGROUND/DISCUSSION:

On November 6, 2018, Los Angeles County voters successfully passed Measure W. Measure W established a parcel tax to fund projects and programs throughout the County to improve the quality of storm water runoff. The first annual parcel tax was collected on the tax bills for Fiscal Year 2019-20.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 3

Following the tax collection, SCWP revenues will be allocated as follows: 1) Ten percent (10%) to the Los Angeles County Flood Control District (LACFCD); 2) Forty percent (40%) to the municipalities within the District; and 3) Fifty percent (50%) to the nine watershed areas to fund regional watershed-based multi-benefit projects to be implemented by project developers, and to provide technical resources, and conduct scientific studies.

The transfer agreement ("Agreement") for the Municipal Program required by the LACFCD in order to disburse funds to the municipalities on an annual basis was approved by the City Council on August 26, 2020. The Agreement for the Municipal Program will expire every four years, and funds received are to be used for implementation, operations and maintenance, and administration of eligible storm water quality improvement projects and programs as defined in the Agreement. The Agreement requires submittal of an Annual Plan that lists and describes the projects and programs the City plans to fund each year using Measure W funds.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this \$33.3 million project is complete. The City's original contribution was \$5,080,000; however, this contribution has been reduced to \$4,532,423 as a result of the reconciliation of final project expenditures and available grant funding. The City will also contribute annually for the operation and maintenance once the amount is determined.

Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund and, therefore, will not impact the General Fund. The payment schedule per the terms of the agreement is as follows:

<u>Invoice No.</u>	<u>Amount</u>	<u>Payment Date</u>
1	\$700,000	Paid, June 10, 2021
2	\$800,000	Paid, June 9, 2022
3	\$758,106	12/30/2022
4	\$758,106	12/30/2023
5	\$758,106	12/30/2024
6	\$758,106	12/30/2025
Total:	\$ 4,532,424	

The Annual Plan Program for FY 2022-23 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project in the amount of \$758,106. The balance of the annual funds is programmed for administrative programs, operation and maintenance activities related to regulatory compliance.

ENVIRONMENTAL:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 3 of 3

ANALYSIS:

N/A

SUMMARY:

Upon the approval of the City Council of the recommended action, staff will transmit the Annual Plan to the Los Angeles County, coordinate receipt of the annual funding allotment, and coordinate the completion of the activities listed in the Annual Plan.

ATTACHMENT(S)

1. Attachment A - Montebello Measure W Annual Plan 2022-23

NEXT STEPS:

N/A

City of Montebello SCW Program Annual Plan 2022-2023: Budget

For the upcoming fiscal year, the table below lists the expenditures, budgets for the expenditures, and total budget for the City's SCW Program Payment. Descriptions of the planned expenditures are included on the following pages.

		Total Budget
		\$ 930,084
Expenditure Type	Expenditure Name	Expenditure Budget
Project 1	East Los Angeles Sustainable Median Stormwater Project	\$ 758,106
Program 1	Stormwater and Urban Runoff Monitoring and Reporting	\$ 141,978
Program 2	Water Quality Programs Administration and Coordination	\$ 30,000

SCW Program Annual Plan 2022-2023: Description of Projects

PROJECT 1: East Los Angeles Sustainable Median Stormwater Capture Project

BUDGET: \$758,106

DESCRIPTION: The City is implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells, and creating community recreational spaces. The BMPs are sized to capture and treat approximately 22 ac-ft of urban and stormwater runoff from a 3,000 acre tributary area. Community benefits include jogging paths, drought tolerant landscaping, and educational/interpretive signs. The project was programmed into the Rio Hondo WASC SIP and the City is funding it's own cost-share through the Measure W local return.

Description of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.	
Goal 2:	Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.
The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.	
Goal 3:	Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.
The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.	
Goal 4:	Leverage other funding sources to maximize SCW Program Goals.
Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program	
Goal 5:	Invest in infrastructure that provides multiple benefits.
See responses to Goals 1, 2, and 3.	
Goal 6:	Prioritize Nature-Based Solutions.
The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.	
Goal 7:	Provide a spectrum of project sizes from neighborhood to regional scales.
This is a regional project.	
Goal 8:	Encourage innovation and adoption of new technologies and practices.
The project will incorporate drywells and water-wise landscaping and irrigation practices.	

SCW Program Annual Plan 2022-2023: Description of Projects

Goal 9:	Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.
This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently unused public right-of-way.	
Goal 10:	Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.
This is achieved through funding by the Regional Program.	
Goal 11:	Implement an iterative planning and evaluation process to ensure adaptive management.
Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures and also incorporating the knowledge and experience to future similar projects.	
Goal 12:	Promote green jobs and career pathways.
The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and record-keeping/reporting of all project components.	
Goal 13:	Ensure ongoing operations and maintenance for Projects.
The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.	

Qualitative Targets and Corresponding Metrics

Targets 1-3:	Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.
232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin	
Target 4:	Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
See response to Goal 3 above.	
Target 5:	Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.
This assessment will be provided in the Annual Progress/Expenditure Report. However, a NBS classification of "Better" or "Best" will likely be achieved.	
Target 6:	Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include
This assessment will be provided in a future Annual Progress/Expenditure Report.	

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2022-2023: Description of Programs

PROGRAM 1: **Stormwater and Urban Runoff Monitoring and Reporting**

BUDGET: **\$141,978**

DESCRIPTION: This program is implemented to assess the City's compliance with water quality requirements and measure/improve the effectiveness of implementation of the Municipal NPDES, WMP, and SCW Programs. In terms of monitoring, this includes implementation of receiving water monitoring, outfall monitoring, and outfall screening under the Coordinated Integrated Monitoring Program. In terms of reporting, this includes the preparation of SCW Program Annual Plans and Expenditure Reports, NPDES Individual Annual Reports and Watershed Annual Reports, WMP Adaptive Management Reports, WMP updates, TMDL Compliance Reports, and Reports of Waste Discharge.

Discussion of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
The program is implemented to evaluate water quality and the City's progress toward attaining water quality requirements. The program is utilized to inform decision-making in the interest of improving water quality.	
Goal 2:	Implement an iterative planning and evaluation process to ensure adaptive management.
The program is iterative as monitoring and reporting is conducted (and required) on an established, regular basis, ensuring that implemented pollutant controls are routinely assessed, improved, and adaptively managed.	
Goal 3:	Promote green jobs and career pathways.
The program requires a skilled workforce to conduct monitoring and compile, assess, and summarize water quality data.	

Qualitative Targets and Corresponding Metrics

Targets 1-3:	Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.
Not applicable as this is a monitoring and reporting program.	
Target 4:	Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
Not applicable as this is a monitoring and reporting program.	
Target 5:	Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.
Not applicable as this is a monitoring and reporting program.	
Target 6:	Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include
Not applicable as this is a monitoring and reporting program.	

SCW Program Annual Plan 2022-2023: Description of Programs

PROGRAM 2: Water Quality Programs Administration and Coordination

BUDGET: \$30,000

DESCRIPTION: This program is to administer the City's surface water quality programs, including the Safe Clean Water (SCW) Program, Watershed Management Program (WMP), and the Municipal NPDES Program. Tasks include overseeing and assuring quality of planning, funding, and implementation activities, holding and participating in interagency program meetings, providing program summary reports and technical assistance, preparing comment letters, and engaging with program stakeholders.

Discussion of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP and Municipal NPDES Program, which both support this particular goal.	
Goal 2:	Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.
See response to Goal 1.	
Goal 3:	Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals.	
Goal 4:	Leverage other funding sources to maximize SCW Program Goals.
See response to Goal 3.	
Goal 5:	Invest in infrastructure that provides multiple benefits.
See response to Goal 3.	
Goal 6:	Prioritize Nature-Based Solutions.
See response to Goal 3.	
Goal 7:	Provide a spectrum of project sizes from neighborhood to regional scales.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP, which supports this particular goal.	
Goal 8:	Encourage innovation and adoption of new technologies and practices.
See response to Goal 3.	
Goal 9:	Invest in independent scientific research.
See response to Goal 3.	
Goal 10:	Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.
See response to Goal 3.	
Goal 11:	Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.
See response to Goal 3.	

SCW Program Annual Plan 2022-2023: Description of Programs

Goal 12:	Implement an iterative planning and evaluation process to ensure adaptive management.
See response to Goal 7.	
Goal 13:	Ensure ongoing operations and maintenance for Projects.
See response to Goal 1.	
Goal 14:	Ensure ongoing operations and maintenance for Projects.
See response to Goal 1.	

Qualitative Targets and Corresponding Metrics

Project and program specific targets will be included in individual SCW funding requests for those projects.
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ITEM # 22

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVAL OF THE FISCAL YEAR 2023-24 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Fiscal Year 2023-24 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Safe, Clean Water Program (SCWP) is estimated to generate up to \$113.55 million in annual revenue for the entire County of Los Angeles. The Fiscal Year 2022-23 local return allocation for Montebello is estimated at approximately \$910,000. The Fiscal Year 2023-24 Annual Plan provides an expenditure plan for this allotment.

The \$910,000 in revenue will be recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The \$910,000 in expenses will be recorded in Account No. 229-30-315- 6040.10 (Outside Contracts). Subsequent budgets will include the anticipated revenue and planned expenditures in Fund 229.

BACKGROUND/DISCUSSION:

On November 6, 2018, Los Angeles County voters successfully passed Measure W. Measure W established a parcel tax to fund projects and programs throughout the County to improve the quality of storm water runoff. The first annual parcel tax was collected on the tax bills for Fiscal Year 2019-20.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 3

Following the tax collection, SCWP revenues will be allocated as follows: 1) Ten percent (10%) to the Los Angeles County Flood Control District (LACFCD); 2) Forty percent (40%) to the municipalities within the District; and 3) Fifty percent (50%) to the nine watershed areas to fund regional watershed-based multi-benefit projects to be implemented by project developers, and to provide technical resources, and conduct scientific studies.

The transfer agreement ("Agreement") for the Municipal Program required by the LACFCD in order to disburse funds to the municipalities on an annual basis was approved by the City Council on August 26, 2020. The Agreement for the Municipal Program will expire every four years, and funds received are to be used for implementation, operations and maintenance, and administration of eligible storm water quality improvement projects and programs as defined in the Agreement. The Agreement requires submittal of an Annual Plan that lists and describes the projects and programs the City plans to fund each year using Measure W funds.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this \$33.3 million project is complete. The City's original contribution was \$5,080,000; however, this contribution has been reduced to \$4,532,423 as a result of the reconciliation of final project expenditures and available grant funding. The City will also contribute annually for the operation and maintenance once the amount is determined.

Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund and, therefore, will not impact the General Fund. The payment schedule per the terms of the agreement is as follows:

<u>Invoice No.</u>	<u>Amount</u>	<u>Payment Date</u>
1	\$700,000	Paid, June 10, 2021
2	\$800,000	Paid, June 9, 2022
3	\$758,106	12/30/2022
4	\$758,106	12/30/2023
5	\$758,106	12/30/2024
6	\$758,106	12/30/2025
Total:	\$ 4,532,424	

The Annual Plan Program for FY 2022-23 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project in the amount of \$758,106. The balance of the annual funds is programmed for administrative programs, operation and maintenance activities related to regulatory compliance.

ENVIRONMENTAL:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

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ANALYSIS:

N/A

SUMMARY:

Upon the approval of the City Council of the recommended action, staff will transmit the Annual Plan to Los Angeles County, coordinate receipt of the annual funding allotment, and coordinate the completion of the activities listed in the Annual Plan.

ATTACHMENT(S)

1. Attachment A - Montebello Measure W Annual Plan 2023-24

NEXT STEPS:

N/A

City of Montebello SCW Program Annual Plan 2023-2024: Budget

For the upcoming fiscal year, the table below lists the expenditures, budgets for the expenditures, and total budget for the City's SCW Program Payment. Descriptions of the planned expenditures are included on the following pages.

		Total Budget
		\$ 910,000
Expenditure Type	Expenditure Name	Expenditure Budget
Project 1	East Los Angeles Sustainable Median Stormwater Project	\$ 758,106
Program 1	Stormwater and Urban Runoff Monitoring and Reporting	\$ 121,978
Program 2	Water Quality Programs Administration and Coordination	\$ 30,000

SCW Program Annual Plan 2023-2024: Description of Projects

PROJECT 1: East Los Angeles Sustainable Median Stormwater Capture Project

BUDGET: \$758,106

DESCRIPTION: The City is implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells, and creating community recreational spaces. The BMPs are sized to capture and treat approximately 22 ac-ft of urban and stormwater runoff from a 3,000 acre tributary area. Community benefits include jogging paths, drought tolerant landscaping, and educational/interpretive signs. The project was programmed into the Rio Hondo WASC SIP and the City is funding it's own cost-share through the Measure W local return.

Description of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.	
Goal 2:	Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.
The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.	
Goal 3:	Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.
The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.	
Goal 4:	Leverage other funding sources to maximize SCW Program Goals.
Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program	
Goal 5:	Invest in infrastructure that provides multiple benefits.
See responses to Goals 1, 2, and 3.	
Goal 6:	Prioritize Nature-Based Solutions.
The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.	
Goal 7:	Provide a spectrum of project sizes from neighborhood to regional scales.
This is a regional project.	
Goal 8:	Encourage innovation and adoption of new technologies and practices.
The project will incorporate drywells and water-wise landscaping and irrigation practices.	

SCW Program Annual Plan 2023-2024: Description of Projects

Goal 9:	Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.
This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently unused public right-of-way.	
Goal 10:	Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.
This is achieved through funding by the Regional Program.	
Goal 11:	Implement an iterative planning and evaluation process to ensure adaptive management.
Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures and also incorporating the knowledge and experience to future similar projects.	
Goal 12:	Promote green jobs and career pathways.
The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and record-keeping/reporting of all project components.	
Goal 13:	Ensure ongoing operations and maintenance for Projects.
The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.	

Qualitative Targets and Corresponding Metrics

Targets 1-3:	Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.
232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin	
Target 4:	Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
See response to Goal 3 above.	
Target 5:	Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.
This assessment will be provided in the Annual Progress/Expenditure Report. However, a NBS classification of "Better" or "Best" will likely be achieved.	
Target 6:	Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include
This assessment will be provided in a future Annual Progress/Expenditure Report.	

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2023-2024: Description of Programs

PROGRAM 1: **Stormwater and Urban Runoff Monitoring and Reporting**

BUDGET: **\$121,978**

DESCRIPTION: This program is implemented to assess the City's compliance with water quality requirements and measure/improve the effectiveness of implementation of the Municipal NPDES, WMP, and SCW Programs. In terms of monitoring, this includes implementation of receiving water monitoring, outfall monitoring, and outfall screening under the Coordinated Integrated Monitoring Program. In terms of reporting, this includes the preparation of SCW Program Annual Plans and Expenditure Reports, NPDES Individual Annual Reports and Watershed Annual Reports, WMP Adaptive Management Reports, WMP updates, TMDL Compliance Reports, and Reports of Waste Discharge.

Discussion of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
The program is implemented to evaluate water quality and the City's progress toward attaining water quality requirements. The program is utilized to inform decision-making in the interest of improving water quality.	
Goal 2:	Implement an iterative planning and evaluation process to ensure adaptive management.
The program is iterative as monitoring and reporting is conducted (and required) on an established, regular basis, ensuring that implemented pollutant controls are routinely assessed, improved, and adaptively managed.	
Goal 3:	Promote green jobs and career pathways.
The program requires a skilled workforce to conduct monitoring and compile, assess, and summarize water quality data.	

Qualitative Targets and Corresponding Metrics

Targets 1-3:	Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.
Not applicable as this is a monitoring and reporting program.	
Target 4:	Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
Not applicable as this is a monitoring and reporting program.	
Target 5:	Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.
Not applicable as this is a monitoring and reporting program.	
Target 6:	Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include
Not applicable as this is a monitoring and reporting program.	

SCW Program Annual Plan 2023-2024: Description of Programs

PROGRAM 2: Water Quality Programs Administration and Coordination

BUDGET: \$30,000

DESCRIPTION: This program is to administer the City's surface water quality programs, including the Safe Clean Water (SCW) Program, Watershed Management Program (WMP), and the Municipal NPDES Program. Tasks include overseeing and assuring quality of planning, funding, and implementation activities, holding and participating in interagency program meetings, providing program summary reports and technical assistance, preparing comment letters, and engaging with program stakeholders.

Discussion of SCW Program Goals Achieved

Goal 1:	Improve water quality and contribute to attainment of water-quality requirements.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP and Municipal NPDES Program, which both support this particular goal.	
Goal 2:	Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.
See response to Goal 1.	
Goal 3:	Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals.	
Goal 4:	Leverage other funding sources to maximize SCW Program Goals.
See response to Goal 3.	
Goal 5:	Invest in infrastructure that provides multiple benefits.
See response to Goal 3.	
Goal 6:	Prioritize Nature-Based Solutions.
See response to Goal 3.	
Goal 7:	Provide a spectrum of project sizes from neighborhood to regional scales.
This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP, which supports this particular goal.	
Goal 8:	Encourage innovation and adoption of new technologies and practices.
See response to Goal 3.	
Goal 9:	Invest in independent scientific research.
See response to Goal 3.	
Goal 10:	Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.
See response to Goal 3.	
Goal 11:	Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.
See response to Goal 3.	

SCW Program Annual Plan 2023-2024: Description of Programs

Goal 12:	Implement an iterative planning and evaluation process to ensure adaptive management.
See response to Goal 7.	
Goal 13:	Ensure ongoing operations and maintenance for Projects.
See response to Goal 1.	
Goal 14:	Ensure ongoing operations and maintenance for Projects.
See response to Goal 1.	

Qualitative Targets and Corresponding Metrics

Project and program specific targets will be included in individual SCW funding requests for those projects.
--



ITEM # 23

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE AND APPROPRIATE GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC), PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the appropriation of \$1,278,987 awarded to the City of Montebello from the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program; and
2. Authorize the City Attorney to review and approve the Grant Agreement and Resolution in final form to submit to the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant as soon as possible; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$1,278,987 in Account No. 268-85-862-6040.10 (Prop 64 Public Health and Safety, Fire, Prop 65 Public Health & Safety, Other Contract Services); and
4. 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 has awarded the City \$1,278,987 to address cannabis-related impacts to the community. The Fiscal Year (FY) 2022-23 budget will be amended by increasing appropriations by that amount in Account No. 268-85-862-6040.10 (Prop 64 Public Health and Safety, Fire, Prop 65 Public Health & Safety, Other Contract Services). The funding will be presented as part of the FY 2023-24 proposed budget.

BACKGROUND/DISCUSSION:

On November 16, 2022, the City Council approved the submission of the grant application for Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program. On April 13, 2023, the Board of State and Community Corrections (BSCC) Board unanimously passed the agenda item which approved funding for the City's grant application. Staff received the grant contract on May 4, 2023 with the requirement to approve and adopt a Resolution for acceptance of this grant award. The draft Resolution utilizes the template provided by the awarding agency for consideration of approval. 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, Police, Planning and Community Development and Parks and Recreation Departments will collaborate in developing an intra-departmental 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 the City to either implement new or expand existing activities, strategies, or programs. This funding would provide additional financial resources to actively invest in activities that will support Public Safety (Fire and Police) and Community Development and Parks and Recreation with an overall goal to better serve and protect the community.

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 and trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

N/A

SUMMARY:

That the City Council approve the appropriation of \$1, 278,987 awarded to the City by the the Board of State and Community Corrections (BSCC), Proposition 64 Public Health and Safety Grant Program, and amend the FY 2022-23 budget by increasing appropriations by \$1,278,987 in Account No. 268-85-862-6040.10 (Prop 64 Public Health and Safety, Fire, Prop 65 Public Health & Safety, Other Contract Services).

ATTACHMENT(S)

1. Attachment A - 2022 Prop 64 Grant Agreement
2. Attachment B - Resolution No. 23-31 - Prop 64 Safety Grant

NEXT STEPS:

N/A

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 906-22

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

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

CITY OF MONTEBELLO

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:

\$1,278,987.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
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	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	30
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

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.)

CITY OF MONTEBELLO

CONTRACTOR BUSINESS ADDRESS

1600 West Beverly Blvd

CITY

Montebello

STATE

CA

ZIP

90640

PRINTED NAME OF PERSON SIGNING

RENE BOBADILLA

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – Proposition 64 Public Health & Safety Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Montebello (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Prop 64 PH&S Grant Program is funded by a portion of tax revenue generated from the cultivation and retail sale of legal adult-use cannabis or cannabis products. \$150,000,000 is available from the combination of the Fiscal Year 2023-24 State Budget appropriation and prior fiscal year Budget Act appropriations for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program, administered by the 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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding which is 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: Rene Bobadilla
Title: City Manager
Address: 1600 West Beverly Blvd, Montebello, CA 90640
Phone: 323-887-1200
Email: rbobadilla@montebellocal.gov

EXHIBIT A SCOPE OF WORK

Designated Financial Officer authorized to receive warrants:

Name: Michael Solorza
Title: Director of Finance
Address: 1600 West Beverly Blvd, Montebello, CA 90640
Phone: 323-887-1412
Email: msolorza@montebelloca.gov

Project Director authorized to administer the project:

Name: Angelica Palmeros
Title: Deputy Director
Address: 1600 West Beverly Blvd, Montebello, CA 90640
Phone: 323-887-4540
Email: apalmeros@montebelloca.gov

- 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 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: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.

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:

Progress Report Periods

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025

Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025

EXHIBIT A SCOPE OF WORK

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: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.

B. Evaluation Documents

Due no later than:

- | | |
|----------------------------------|--------------------|
| 1. Local Evaluation Plan | September 30, 2023 |
| 2. Final Local Evaluation Report | October 31, 2028 |

C. Other

Due no later than:

- | | |
|-----------------|------------------|
| Financial Audit | October 31, 2028 |
|-----------------|------------------|

Grantees shall submit all other reports and data as required by the BSCC.

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.

EXHIBIT A

SCOPE OF WORK

- 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.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Cohort 3 Scoring Panel (See Appendix A) from receiving funds awarded under the Prop 64 PH&S Cohort 3 RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Cohort 3 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Cohort 3 Scoring Panel.
- B. In cases of an actual conflict of interest with a Prop 64 PH&S Cohort 3 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.

8. FINANCIAL AUDIT

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's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due No Later Than:

- August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
June 15, 2028

Final Invoicing Periods*:

1. May 1, 2028 to June 30, 2028
2. July 1, 2028 to October 31, 2028

Due no later than:

- August 15, 2028
December 15, 2028

**Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.*

- B. All grant 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 service period, April 30, 2028, and included on the final invoice

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

due no later than June 15, 2028. Project costs incurred after April 30, 2028 will not be reimbursed/eligible for contribution.

- 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 during the Final Expenditure Periods, with the final invoice due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- 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 during the Final Expenditure Periods, with the final statement of expenditure due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- 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. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

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 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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

of sufficient funding made available to the BSCC pursuant to 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.

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:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

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 statements of expenditures 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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 approve grantee expenditures 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.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$651,702
2. Services and Supplies	\$150,100
3. Professional Services	\$145,000
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$116,272
6. Equipment / Fixed Assets	\$46,665
7. Data Collection / Enhancement	\$0
8. Program Evaluation	\$90,000
9. Sustainability Planning	\$0
10. Other (include travel & training costs)	\$54,248
11. Financial Audit	\$25,000
TOTALS	\$1,278,987

EXHIBIT C GENERAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 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, 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 hold 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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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 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 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) 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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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 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:

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 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. (Gov. 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 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).)

EXHIBIT D
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: Proposition 64 PH&S Cohort 3 Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the Proposition 64 PH&S Cohort 3 Program Request for Proposals. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposal and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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 Cohort 3 RFP and described in 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:

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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's 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. 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 Board will not enter into contracts or provide reimbursement to grantees 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.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix F of the original Proposal Package).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

7. 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 program components contained in the Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. 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 breach 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: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement; and
 - 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.
- 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 9. Settlement of Disputes.

9. 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.
- 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.

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.

SECTION I -
APPLICANT
INFORMATION

This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.

Name of Applicant
(Name County or
City of Name)

City of Montebello

Tax Identification
Number

956000746

Grant Funds
Requested - Whole
dollars only

1,278,987

Applicant's Physical
Address

1600 West Beverly Boulevard
Montebello
CA
90640-3932
US

Applicant's Mailing
Address (if different
than physical
address)

n/a

Mailing Address For
Reimbursement
Payments

1600 West Beverly Boulevard
Montebello
CA
90640-3932
US

Project Title

Montebello Prop. 64: Operation Shield

Project Summary

The City of Montebello's Operation Shield will: 1) Enhance safety for Police, Fire and Emergency Medical Service (Fire/EMS), and Code Enforcement staff via certification and training, new protective safety equipment, a public safety needs assessment, and interdepartmental coordination to outline roles and responsibilities during calls at commercial cannabis facilities; 2) Reduce environmental risks and improve public safety by conducting a limited number of hazardous materials removal activities and developing a bench of qualified hazardous materials vendors; 3) Conduct an annual "National Night Out" campaign and resource fair in south Montebello (where the cannabis businesses are clustered) to build trust between public safety officials and residents, and to offer services for youth and families; 4) Update smoke-free zone signage for parks and other public places; and 5) Conduct four annual sustainability planning meetings to identify and implement sustainability actions.

Proposed Project
County/City Size for
Funding Distribution

Large-sized county or a city within a large-sized county

**Project Purpose
Areas (PPAs)**

**PPA 1: Youth Development/Youth Prevention and Intervention
PPA 2: Public Health
PPA 3: Public Safety
PPA 4: Environmental Impacts**

**Lead Public Agency
(LPA) Information**

This sub-section requires information about the governmental agency with local authority of or within the county or city that will be acting as the LPA. Additionally, this section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.

**Lead Public Agency
(LPA)**

Montebello Fire Department

Project Director

**Angelica
Palmeros**

**Project Director's
Title**

Deputy Director, Housing and Sustainability

**Project Director's
Physical Address**

**1600 West Beverly Boulevard
Montebello
CA
90640-3932
US**

**Project Director's
Mailing Address (if
different than
physical address)**

n/a

**Project Director's
Email Address**

apalmeros@montebelloca.gov

**Project Director's
Phone Number**

+13238874540

Financial Officer

**Michael
Solorza**

**Financial Officer's
Title**

Director of Finance, City of Montebello

**Financial Officer's
Physical Address**

**1600 West Beverly Boulevard
Montebello
CA
90640-3932
US**

**Financial Officer's
Mailing Address (if
different than
physical address)**

n/a

Financial Officer's Email Address	msolorza@montebelloca.gov
Financial Officer's Phone Number	+13238871412
Day-To-Day Program Contact	Angelica Palmeros
Day-To-Day Program Contact's Title and Agency/Department/Organization	Deputy Director, Housing and Sustainability/Montebello Fire Department
Day-To-Day Program Contact's Physical Address	1600 West Beverly Boulevard Montebello CA 90640-3932 US
Day-To-Day Program Contact's Email Address	apalmeros@montebelloca.gov
Day-To-Day Program Contact's Phone Number	+13238874540
Day-To-Day Fiscal Contact	Kiana Louie
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Senior Management Analyst/Montebello Fire Department
Day-To-Day Fiscal Contact's Physical Address	1600 West Beverly Boulevard Montebello CA 90640-3932 US
Day-To-Day Fiscal Contact's Email Address	klouie@montebelloca.gov
Day-To-Day Fiscal Contact's Phone Number	+13238871251
Name of Authorized Officer*	René Bobadilla

I hereby certify I am **checked**
vested by the
Applicant with the
authority to enter into
contract with the
BSCC, and the
grantee and any
subcontractors will
abide by the laws,
policies, and
procedures
governing this
funding.

Date of Assurance **11/15/2022**

Authorized Officer's **City Manager/City of Montebello**
Title and
Agency/Department

Authorized Officer's **1600 West Beverly Boulevard**
Physical Address **Montebello**
 CA
 90640-3932
 US

Authorized Officer's **rbobadilla@montebelloca.gov**
Email Address

Authorized Officer's **+13238871200**
Phone Number

SECTION II - **The Proposal Abstract should provide a brief summary of the**
PROPOSAL **proposed project. This section will not be included in the rating of the**
ABSTRACT **proposal.**

PROPOSAL **The City of Montebello (pop. 62,640) requests \$1,278,987 in**
ABSTRACT **Proposition 64 funds for Operation Shield, a project that focuses on**
 public safety, public health, community development, and the
 environmental impacts of the City's relatively new commercial
 cannabis industry. The City's Fire Department/Emergency Medical
 Services (Fire/EMS) will serve as the Lead Public Agency.

Montebello is located in eastern Los Angeles County, and is a low-
 income, disadvantaged, and underserved city. Commercial cannabis
 businesses are limited by zoning to the south side of the City which
 is primarily an industrial area and home to 39% of the City's
 population of whom 90% identify as Hispanic or Latino and who are
 disproportionately impacted by Proposition 64 and the City's new
 cannabis enterprises.

Several needs and service gaps are driving this funding request.
 Commercial cannabis was legalized in 2019, but the City has not had

capacity (staffing or resources) to ensure that Police, Fire/EMS, and Code Enforcement are adequately prepared for operations in these potentially hazardous facilities. These staff lack targeted training, and the agencies do not have enough of the basic supplies needed to operate in such conditions such as portable gas meters to identify carbon monoxide and other lethal gases. In the face of these new risks, Police, Fire/EMS, and Code Enforcement also need a broader understanding of their safety needs going forward and interdepartmental coordination to ensure all parties' activities at an onsite incident are coordinated and optimized.

In addition, the City lacks the expertise or resources to manage hazardous materials removal from these businesses, putting residents and the environment at risk. The City's 'no smoking' and 'smoke-free zone' signage needs to be updated to remind residents that the relevant ordinance also applies to cannabis. Lastly, the City is severely underserved with few youth and family service providers. Even traveling five miles to a provider in another city is a hurdle that many of our low-income families cannot manage due to transportation challenges inherent in Los Angeles County.

The City of Montebello's Operation Shield will address all four Project Purpose Areas (PPAs):

PPA 1 – Youth/Community Development

Annual "National Night Out" campaign and resource fair in south Montebello to build trust between public safety officials and residents, and to offer services for youth and families.

PPA 2 – Public Health

Updated smoke-free zone signage for City parks and other public places.

PPA 3 – Public Safety

Enhancing safety for Police, Fire/EMS, and Code Enforcement via certification and training, new protective safety equipment, a public safety needs assessment, and interdepartmental coordination to outline roles and responsibilities during calls at commercial cannabis facilities.

PPA 4 – Environmental Impacts

Reducing environmental risks and improving public safety by conducting a limited number of hazardous materials removal activities and developing a bench of qualified hazardous materials vendors.

The project will also include 165 hours of sustainability planning activities each year (provided in-kind). Project partners include the City's Police Department, Code Enforcement Division, Parks and Recreation Division, as well as Beverly Hospital (the City's primary health care provider), America's Job Center, and the Montebello-Commerce YMCA.

Proposal Narrative
Instructions

The Proposal Narrative section must address the following Rating Factors- Project Need, the Project Description, and the Project Evaluation - as outlined in the Prop 64 Cohort 3 RFP Information Packet, beginning on page 18 of the Prop 64 Cohort 3 RFP Instruction Packet. Narrative in this section must clearly identify and delineate each Factor Section (i.e., Project Need, the Project Description, and the Project Evaluation) when responding. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP- Additional Information attachment . It is up to the applicant to determine how best to use the total character limit in addressing each section (i.e., Project Need, the Project Description, and the Project Evaluation) . However, the Applicant may use the percent of total point value for each section as a guide. The Rating Factors and weighted value are provided in the Prop 64 Cohort 3 RFP Instruction Packet (Page 15). The Project Work Plan must also be uploaded to this Section as it is rated under the Project Description Rating Factor (2.6).

Proposal Narrative

INTRODUCTION TO THE CITY OF MONTEBELLO.

The City of Montebello requests \$1,278,987 for Operation Shield, a project that focuses on public safety, public health, community building, and the environmental impacts of the City's relatively new commercial cannabis industry. Montebello is located in eastern Los Angeles County, has a footprint of 8.4 square miles, and a population 62,640 (U.S. Census Bureau 2022).

All forms of commercial cannabis were permitted in 2018 under Montebello's Code of Ordinances, Chapter 5.90, Commercial Cannabis Activities (City of Montebello Code of Ordinances 2018). The first businesses were opened in 2019, and today there are nine cultivation, processing, and retail businesses. Commercial cannabis businesses are limited by zoning to industrial areas south of Olympic Boulevard, which includes the entire south half of the City. The south side is home to approximately 24,442 residents (39% of the City's population) of whom 90% identify as Hispanic or Latino (CA Healthy Places Index 2022), and who are disproportionately impacted by Prop. 64 and the City's new cannabis enterprises.

Overall, Montebello is a low-income, disadvantaged, and underserved city. These characteristics are more concentrated in the City's five south side Census Tracts which have:

- The largest of the City's homeless population (Montebello Housing Element 2021-2029 2022);
- Poor environmental scores due the dense industrial presence (Montebello Housing Element 2021-2029 2022);
- A large number of poor residents: 61% of the south side's population lives below the poverty line (CA Healthy Places Index 2022); and
- A poor ranking on the Healthy Places Index with 83% of California

communities having overall healthier conditions than south Montebello (CA Healthy Places Index 2022).

PROJECT NEED

1.1 DESCRIPTION OF NEEDS

Risk of Injury/Harm to Police, Fire, EMS, and Code Enforcement
Responding to incidents at a commercial cannabis facility can be wrought with hazards, whether the incident is an inspection, a SWAT operation, a medical emergency, or a fire.

Electrical and Water: Cultivation and processing operations both have significant electrical needs for humidifiers, processing equipment, heat/air, and high-intensity lights that can have a surface temperature of more than 500°F. Cultivation requires significant amounts of water, bringing electricity and water together in the same space.

Chemical and Airborne Hazards: Cultivation operations will often fill their grow rooms with carbon dioxide (CO₂) to promote plant growth, and use compressed gas systems and natural gas burners, which can release carbon monoxide. Cultivation operations also use fertilizers, pesticides, herbicides, and fungicides, all of which could be flammable or poisonous.

Flammable/Harmful Solvents: Processing operations focus on extracting cannabis compounds using solvents such as liquified petroleum (LP) gas or CO₂. Bulk handling and mixing of gases and solvents combined with lack of knowledge create a significant hazard.

While the City of Montebello has not had any incidents resulting in injury or death, there have been several “close calls.” Montebello Police served a warrant at an illegal cultivation facility, where a dangerous mix of conditions were identified including illegal wiring, illegal construction, illegal fireworks, multiple open CO₂ tanks, cannabis, and growing chemicals – all within one facility. Police have responded to 115 calls at cannabis operations since January 2021, there were 48 Fire/EMS calls since January 2019; and Code Enforcement conducted eight inspections in 2021 and 2022. In each call, officers/officials entered the facility not knowing what they would find.

No Formal Department-Wide Training or Certification for Hazardous Materials, First Responder Operations, and Other Topics Related to Commercial Cannabis Businesses To date, there have been no department-wide trainings or certifications conducted for Montebello’s Police, Fire/EMS, and/or Code Enforcement. The City and its departments have not had the time or resources to plan, coordinate, or pay for such an undertaking.

Lack of Supplies and Equipment to Enter Commercial Cannabis Businesses Safely Police, Fire/EMS, and Code Enforcement do not have enough of the basic supplies and equipment needed to operate

in a potentially hazardous environment, such as self-contained breathing apparatus (SCBA) and handheld gas meters.

Support Needed for Hazardous Materials Removal In the event that a cannabis business is shut down (due to fire, code violations, or illegal activity), the immediate removal of materials is critical as the materials in commercial cannabis businesses can present significant hazards to public safety workers, and to and nearby businesses and residents. Additionally, it is critical that the City prevent the movement of exposed hazardous materials such as chemical solvents into the sewer and water systems. A robust list of hazardous materials vendors is needed so that the City can act quickly when an incident occurs.

Lack of Coordinated Response Among Responders Commercial cannabis in Montebello is still so new that the different involved departments (i.e., Fire/EMS, Police, and Code Enforcement) are still just getting 'up to speed' with commercial cannabis, but are not yet working together and not coordinating efforts. The departments are facing multiple issues that contribute to this including recruiting challenges (i.e., positions remaining unfilled) and high turnover.

Lack of Smoke-Free Zone Signage Ordinance 2068 prohibits any type of smoking on City-owned property. However, signage has not been updated to remind residents that this ordinance and its penalties apply also to cannabis. These signs are desperately needed in the City's parks where it is common to see both cigarette and cannabis smoking.

Lack of Resources on Montebello's South Side All of the City's public safety partnership activities with the community are focused on the north side of the City and none are currently focused on the south side where residents' overall needs are greater, resources are fewer, and challenges may be increasing with the advent of new legal commercial cannabis, and the concomitant increase in illegal activity. The City is significantly underserved. There is no programming in Montebello focused on substance use prevention, intervention, or youth development.

1.2 and 1.3 HOW NEED IS RELATED TO THE PROJECT PURPOSE AREAS (PPAs) AND SERVICE GAPS

PPA 1: Youth Development/Prevention/Intervention. Montebello (as a whole) lacks youth development, prevention, or intervention services, and there is a need to identify providers outside the City. Also, there is a lack of partnership activities between residents and public safety (Police, Fire/EMS, and Code Enforcement), and a need to focus future activities in south Montebello where all of the commercial cannabis businesses are clustered.

PPA 2: Public Health. 'No smoking' and 'smoke-free zone' signage are insufficient in the City's parks and those that exist do not remind residents that cannabis smoking is included in the City's ordinance. Signage is also needed to help reduce the norm of smoking in public places in Montebello.

PPA 3: Public Safety. Police, Fire/EMS, and Code Enforcement cannot keep the public safe if they themselves are not safe. The City's officers and officials lack: training, a thorough understanding of public safety needs in the face of commercial cannabis, onsite interdepartmental coordination, and supplies/equipment to ensure safe entry inside commercial cannabis businesses.

PPA 4: Environmental Impacts. While the City will seek compensation from business owners, the removal of hazardous materials needs to happen immediately. The City needs to: 1) fund an account that will pay for these removals if and until the owner can be held responsible, and 2) build a bench of hazardous materials vendors to deepen the ability to respond quickly to ensure public and environmental safety.

1.4 HOW NEED WAS DETERMINED AND INPUT OF KEY STAKEHOLDERS

The project design and approach were developed by the City of Montebello Fire Department in consultation with the City's Police Department, the Planning and Community Development Department (Code Enforcement), and the Recreation and Community Services Department (Parks and Recreation). During these consultations, respondents were asked to identify concerns in responding to commercial cannabis businesses, the departments' needs, and local service and resource gaps. Fire officials also reviewed Montebello's Community Health Needs Assessment (Beverly Hospital 2019).

PROJECT DESCRIPTION

The Lead Public Agency for Operation Shield project will be the City of Montebello Fire Department (Fire/EMS). Individual Task Coordinators are included to oversee each of the project's tasks. The Project Director, Project Assistant, and Finance Coordinator are all Fire Department employees, and will be responsible for overall project implementation, monitoring, and reporting.

2.1 DESCRIPTION OF OPERATION SHIELD

Task 1: Training, Supplies, and Needs Assessment/Coordination for Public Safety Staff – PPA 3 (Task Coordinator: Captain Gary Robinson--Fire/EMS)

Training Operation Shield will pay for expert training for City of Montebello Police, Fire/EMS, and Code Enforcement. Two types of training will be provided: 1) Hazardous materials certification in Year 1 for four Fire Department prevention staff. Certification will cover: First Responder Operations (FRO), Hazardous Waste Operations and Emergency Response (HAZWOPER), and general hazardous materials (HazMat Technician). 2) Onsite interdepartmental training for Police, Fire/EMS, and Code Enforcement (an estimated 138 staff) in Years 1, 3, and 5 to cover a broad array of topics related to operations inside commercial cannabis facilities including: identification of structural hazards, illegal wiring, etc.; the hazards connected to each type of cannabis business; identification of and protection for chemical agents; use of SCBA, gas meters, and other protective safety supplies/equipment; and more.

Protective Safety Supplies/Equipment Operation Shield will procure needed supplies and equipment to increase safety of Police, Fire/EMS, and Code Enforcement inside commercial cannabis facilities. These include: 1) Three for each department: Self-contained breathing apparatus (SCBA) for respiratory protection in IDLH (immediately dangerous to life or health) environments; 2) Three for each department: gas meters that include photo ionization detectors which will detect the presence of the most likely problematic gases including carbon monoxide, carbon dioxide, hydrogen sulfide, sulfur dioxide, ammonia, chlorine, volatile organic compounds, and more; 3) A supply of 50 per year for each department: Tyvek suits which are disposable outer garments using flash spun, high-density polyethylene which creates barrier for small particles; and 4) A supply of 10 chemical classifier test strip kits per year for each department to aid in immediate on-site identification of hazardous materials.

Public Safety Needs Assessment and Interdepartmental Coordination The City will hire a consultant to complete a public safety needs assessment so the City has a complete understanding of its public safety needs/gaps and assets related to operations at commercial cannabis facilities. The consultant will develop GIS mapping that pinpoints the location of all legal businesses, suspected illegal operations, type of operation (cultivation, processing, or retail), etc. This will help public safety officials understand the facility before they enter it and to enable hotspot analysis. The consultant will also facilitate cross-department coordination meetings between Police, Fire/EMS, and Code Enforcement to develop policies and procedures for incident-specific operations. The meetings will culminate in a memorandum of understanding between the three departments outlining each department's functional responsibilities during an incident at a commercial cannabis facility, including who is responsible for tactical actions and who has command authority.

Task 2: Hazardous Materials Removal – PPA 4 (Task Coordinator: Joseph Coto--Code Enforcement)

The project will include funding for up to four hazardous materials removals per year during the course of the grant to ensure the safety of people, property, and the environment. These funds will deepen the City's capacity to respond quickly to hazardous materials incidents, while still pursuing business owners for reimbursement; and the funds will support the City's ability to respond even when the business owners refuse this responsibility. This task will also build capacity within the City's Code Enforcement division to handle future removals by developing a bench of qualified hazardous materials removal vendors.

Task 3: South Montebello National Night Out – Resident/Public Safety Relationship Building and Resource Fair – PPA 1 (Task Coordinator: Nadine Hernandez--Parks and Recreation)

Operation Shield will institute a new annual National Night Out (NNO) (National Night Out n.d.) campaign in south Montebello. The Montebello Police Department has participated in the National Night

Out campaign for several years with activities focused on the north side of the City. The new National Night Out campaign in south Montebello will be expanded to include Fire/EMS and Code Enforcement in addition to Police, as strong relationships with all three of these departments is needed for residents and businesses to feel comfortable reaching out if there are issues. Due to a lack of youth and family service providers in Montebello, a primary objective will be to include a resource fair, and recruit and involve community based organizations (CBOs) from outside of Montebello, especially those who focus on youth development, prevention, and intervention services. The City has secured agreements to participate in the resource fair – as an in-kind contribution – from the City’s only local organizations including Beverly Hospital (for health and wellness information), America’s Job Center (for youth and family job opportunities), and the Montebello-Commerce YMCA (for youth/family sports and recreation); letters of commitment are attached. Other resource fair participants will include representatives from local churches; local WIC and CalFresh offices; the City’s Youth Services Program which provides child care and playschool, seasonal camps for youth, youth employment programs, volunteer opportunities, and summer food service program; and more. The City will hold the south side National Night Out campaign at one of the two parks located in south Montebello. The NNO campaign and resource fair will be implemented by staff from the City’s Recreation and Community Services Department (Parks and Recreation), including a Task Coordinator assisted by a team of five Recreation Leaders. Police, Fire/EMS, and Code Enforcement will have a strong presence at the event to meet and visit with residents. To encourage residents’ participation, other participants will include food trucks, entertainment provided by south side residents, and a “touch the trucks” event, which provides youth and families the opportunity to get an up-close, hands-on look at public safety vehicles and equipment. The Task Coordinator will develop a robust marketing plan that includes both social and traditional media to maximize awareness of the event.

Task 4: Signage to Promote Public Health Awareness – PPA 2 (Task Coordinator: Joseph Coto--Code Enforcement)

New signage will be designed, procured, and installed at the City’s 10 public parks and other public facilities to remind residents that the current ordinance’s ‘no smoking’ prohibitions extend to cannabis and the associated penalties. A total of 60 signs will be installed in Year 2, including five new signs in each of the parks, and 10 at other facilities to be identified after award.

Task 5: Sustainability Planning (Task Coordinator: Angelica Palmeros/Project Director--Fire/EMS)

All time for sustainability planning will be provided as an IN-KIND contribution. A total of 825 hours (OR 165 hours total per year) will be spent by five Fire/EMS staff over the five-year project to strategize and plan for sustainability of the project's activities. This Sustainability Planning Team will meet four times annually. Their activities will include (at a minimum) ongoing presentations to the

City to request funding to institutionalize Operation Shield and seeking additional grant funding. Staff will utilize the project evaluation's qualitative and quantitative data to illustrate the need for and benefit of the activities. The Sustainability Planning Team will include the Department's Fire Chief, Fire Marshal, Fire Prevention Captain, and the Project Director with assistance from the Project Assistant.

Task 6: Project/Grant Management (Task Coordinator: Angelica Palmeros/Project Director--Fire/EMS)

The Project Director will oversee project and grant management activities working with the Project Assistant and the Finance Coordinator. Activities will include monitoring the project schedule, budget, and deliverables; hiring and monitoring of consultants; supervising the other task coordinators; conducting ongoing project monitoring (discussed in detail below); quarterly progress and financial reporting; and facilitating the final audit. The Project Director will serve as the point of contact with BSCC.

2.2 PROJECT GOALS AND OBJECTIVES. See attached Work Plan.

2.3 RATIONALE. The project leans heavily on support for Police, Fire/EMS, and Code Enforcement as that is the greatest need that has emerged since commercial cannabis was legalized in the City. The project also leans heavily on relationship building with residents in south Montebello where the cannabis businesses are located and where residents will be potentially disproportionately impacted. The National Night Out (NNO) campaign was selected because it is an established national event that has been implemented in cities nationwide for more than 30 years and for several years in Montebello. The City will build on the NNO model by adding: 1) Fire/EMS and Code Enforcement (in addition to Police) to the community engagement piece, and 2) incorporating a resource fair to help residents identify and engage with service providers.

2.4 USE OF EXISTING RESOURCES/PROJECTS. For the annual NNO events, the City will build on their experience implementing this event and bring that experience to focus on south Montebello. While the City will be building on the NNO model, they will not be starting from scratch. All other proposed tasks are new activities.

2.5 EXPERIENCE/STAFFING/PARTNERSHIP. The Project Director has a Master of Social Work (MSW) degree and more than 20 years of experience managing grant-funded projects focused on disadvantaged communities, public safety, and public health. The City preliminarily identified partners to assist with the NNO event's resource fair and letters of commitment are attached. These include Beverly Hospital, America's Job Center, the YMCA, several of the City's municipal departments including Code Enforcement and Parks and Recreation. New relationships will need to be established with providers outside of the City as there are no youth/family development providers in Montebello.

PROJECT EVALUATION

3.1 PLAN TO IDENTIFY EVALUATOR.

The City is required to conduct a competitive procurement for the

Project Evaluator since the value of the consulting agreement will exceed \$50,000. The Project Director will be responsible for conducting the procurement with the assistance of the project's Finance Coordinator. Procurement will be initiated in Month 1 after award, and the City expects that the procurement will be complete and the consulting agreement with the Project Evaluator signed by Month 5.

The significant experience of the proposed Project Director (as noted above) will position the City to get the Project Evaluator onboard as quickly as possible. The Project Director will solicit RFQs from several local universities including California State University-Los Angeles (Cal State LA), University of California Los Angeles (UCLA), University of Southern California (USC), and others. Immediately after the Project Evaluator is brought onboard, the Project Director will schedule and hold a series of evaluation kick-off meetings to share the project's vision, scope, objectives, and desired outcomes.

3.2 PROPOSED PROCESS AND OUTCOME MEASURES.

Task 1: Training, Supplies, and Needs Assessment/Coordination for Public Safety Staff

Process Measures:

- Number of man-hours of training received, total and by year
- Number of people trained, total, by year, and by department
- Training participant lists
- Dates and locations of trainings
- Resume and qualifications of the training provider(s)
- Name of the training curriculum
- Number of staff receiving certification and copy of certification documents
- Copy of the training agendas
- Participant self-evaluation forms and summary
- Invoices showing number and type of equipment/supplies purchased
- Number of interdepartmental needs assessment and coordinating meetings, agendas, and participant lists
- Needs Assessment summary outlining public safety needs/gaps, assets, and recommendations
- GIS map and other tools created by the Needs Assessment consultant

Outcome Measures:

- Increased knowledge of hazards related to commercial cannabis (measured via training self evaluations and structured interviews)
- Increased feeling of safety and preparedness for responding to calls at commercial cannabis businesses (measured via training self evaluations and structured interviews)
- Increased interdepartmental coordination (demonstrated by final interdepartmental coordination memorandum of understanding)

Task 2: Hazardous Product Removal

Process Measures:

- Invoices showing number, cost, and location of hazardous

materials removals conducted annually

- Number of hours between a reported incident and hazardous materials removal
- Type of hazardous materials present at each removal and special precautions required

Outcome Measures:

- Expanded capacity to manage hazardous materials (as measured by a list of hazardous materials vendors, updated annually)

Task 3: South Montebello National Night Out – Resident/Public Safety Relationship Building and Resource Fair

Process Measures:

- Marketing Plan to advertise the annual events and encourage participation including copies of marketing materials (e.g., social and traditional media posts), number of social media posts, and number of flyers posted.
- Dates and locations of each annual NNO campaign event
- Type of NNO campaign materials used and cost per event
- Number of tchotchkes distributed with Montebello public safety information and cost per event
- List of participating community-based organizations each year (names, addresses, contact information, services offered to the community, copies of handouts)
- List of participating city departments each year (department names; staff names, titles, and contact information; copies of handouts)
- List of other participants each year (e.g., food trucks, entertainment, etc.)
- Photographs of each annual campaign event
- Number of responses to the sticker dot survey on concerns about cannabis businesses in the community, related community needs, and relations with public safety officials
- Number of responses to the structured interviews with the community on concerns about cannabis businesses in the community, related community needs, and relations with public safety officials
- Number of responses to the structured interviews with participating Police, Fire/EMS, and Code Enforcement staff on impressions of community cohesiveness and suggested action items

Outcome Measures:

- Qualitative summary of community responses to the sticker dot survey and the unstructured interviews during the annual National Night Out events.
- Qualitative summary of responses to structured interviews with participating Police, Fire/EMS, and Code Enforcement officials.

Task 4: Signage to Promote Public Health Awareness

Process Measures:

- Final sign design (photograph)
- Number of signs procured and installed
- List of location of sign installations and photographs

Outcome Measures:

- Increased awareness of smoking prohibitions in public places (as measured by community responses to the sticker dot survey and the unstructured interviews)

3.3 PRELIMINARY MONITORING PLAN.

- The Project Director will develop and continually update a project implementation plan which includes activities, budget, schedule, and targeted process and outcome benchmarks for the next six months.
- Project monitoring meetings will be held every two weeks for the first six months to support project launch, and held monthly thereafter through the remainder of the project.
- Required participants include the Project Director, all Task Coordinators, and the Project Evaluator.
- The standing monitoring meeting agenda will include: review and discuss progress on the current implementation plan and brainstorm strategies for overcoming implementation barriers and ensuring that process and outcome benchmarks are met.

3.4 PRELIMINARY DATA COLLECTION PLAN.

- The Project Evaluator will develop data collection forms, as needed, and train staff on data collection methods. The Evaluation Plan will shift as much of the data collection responsibility to the project evaluator as possible, as City staff have limited capacity. The Project Evaluator will conduct all structured interviews.
- Data collection activities will include:
 - o Process data collection for project trainings (task coordinator to complete form for each training to capture data, and collect materials such as curriculum and trainer resume).
 - o Post-training self-evaluations to assess changes in knowledge and awareness (project evaluator to summarize).
 - o Structured interviews with select Police, Fire/EMS, and Code Enforcement officers/officials each year to collect qualitative data about how training and supplies have filled gaps and to identify ongoing needs, and to assess impact of National Night Out campaign.
 - o Feedback from community participants of the annual National Night Out campaign via sticker dot surveys and structured interviews.
 - o For Sustainability Planning Team meetings, project monitoring meetings, and interdepartmental coordination meetings, the Project Assistant will be responsible for compiling agendas, participants lists, and meeting notes.
 - o Process data collection for hazardous materials removal (task coordinator to complete form for each removal to capture data and collect materials such as vendor reports and invoices).

3.5 RESEARCH METHODS The evaluator will use both quantitative and qualitative approaches. To assess whether the project met its objectives, simple descriptive statistics (i.e., counts, averages, percentages) will measure process variables such as the number of persons receiving training and the number of persons attending the National Night Out event year to year. To assess whether the project achieved its intended outcomes, the Project Evaluator will analyze the qualitative data by reviewing the data, creating a simple coding

scheme, coding the data, and identifying/interpreting themes and patterns. For instance, the interviews with residents at the National Night Out event might reveal that most respondents have a better understanding of resources that are available to youth and families.

Prop 64 PH&S Grant Program Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties for those activities and services, and estimated timelines. 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. As this grant term is for five (5) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. Include data and sources that will be used to measure project outcomes.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Enhanced Safety of Public Officials (Police, Fire/EMS, and Code Enforcement) who Enter Commercial Cannabis Businesses (PPA 3 - Public Safety)		
Objectives (A., B., etc.)	> 1.A Provide targeted training and certification 1.B Provide protective safety equipment/supplies 1.C Conduct a public safety needs assessment focused on commercial cannabis 1.D. Facilitate interdepartmental meetings to coordinate onsite activities		
Process & Outcome Measures:	> PROCESS MEASURES: • Number of man-hours of training received, total and by year • Number of people trained, total, by year, and by department • Training participant lists • Dates and locations of trainings • Resume and qualifications of the training provider(s) • Name of the training curriculum • Number of staff receiving certification and copy of certification documents • Copy of the training agendas • Participant self-evaluation forms and summary • Invoices showing number and type of equipment/supplies purchased • Number of interdepartmental needs assessment and coordinating meetings, agendas, and participant lists • Needs Assessment summary outlining public safety needs/gaps, assets, and recommendations • GIS map and other tools created by the Needs Assessment consultant OUTCOME MEASURES: • Increased knowledge of hazards related to commercial cannabis (measured via training self evaluations and structured interviews) • Increased feeling of safety and preparedness for responding to calls at commercial cannabis businesses (measured via training self evaluations and structured interviews) • Increased interdepartmental coordination (demonstrated by final interdepartmental coordination memorandum of understanding)		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
		Start Date	End Date
1.1 Hire training and needs assessment consultants	> *Project Director (PD)	> 1.1 Yr 1- Mo. 1	> 1.1 Yr 1- Mo. 4
1.2 Coordinate and facilitate onsite training provided by consultant for 138 Police, Fire/EMS, and Code Enforcement staff	*Finance Coordinator (FC) *Task 1 Coordinator	1.2 Once in Yrs 1 and 3	1.2 Once in Yr 5

1.3 Coordinate and facilitate HazMat certification training for 4 Fire Prevention staff		from Fire/EMS *Expert consultants *Project Evaluator	1.3 Year 1 only	1.3 Year 1 only
1.4 Procure protective safety equipment for Police, Fire/EMS, and Code Enforcement including 9 SCBA, 9 4-gas meters/PID (photo ionization detectors), 750 tyvek suits, and 150 chemical classifier test strip kits			1.4 Yr 1 for SCBA and gas meters; annually for consumables	1.4 Yr 5
1.5 Coordinate and facilitate needs assessment activities provided by consultant including interdepartmental MOU to outline onsite tactical and command responsibilities			1.5 Yr 1	1.5 Yr 2
List data and sources to be used to measure outcomes: > Training log-in sheets, curriculum, trainer resume/CV, and trainee self-evaluation form (instrument developed by the Project Evaluator); official certification documents; consulting agreements; invoices for purchased supplies and equipment; interdepartmental coordination meeting agendas, participant lists, and the culminating MOU; needs assessment summary.				
(2) Goal:	> Reduced Environmental Risk and Improved Public/Community Safety from Hazardous Materials at Commercial Cannabis Sites (PPA 4 - Environmental Impacts)			
Objectives (A., B., etc.)	> 2.A Conduct *immediate* hazardous material removal from cannabis businesses that close or are shut down (owner reimbursement will sought, but funds will allow for immediate removal) 2.B Establish a bench of qualified hazardous materials vendors			
Process & Outcome Measures:	> PROCESS MEASURES: - Invoices showing number, cost, and location of hazardous materials removals conducted annually - Number of hours between a reported incident and hazardous materials removal - Type of hazardous materials present at each removal and special precautions required OUTCOME MEASURES: - Expanded capacity to manage hazardous materials (as measured by a list of hazardous materials vendors, updated annually)			
Project activities/services that support the identified goal and objectives: > 2.1 Contact hazardous materials vendors from throughout the County and build a list of qualified vendors who will work in Montebello with hazardous materials in cannabis businesses 2.2 Conduct hazardous materials removal - up to four per year using the bench of qualified vendors		Responsible staff/ partners	Timeline	
			Start Date	End Date
		> *Task 2 Coordinator from Code Enforcement *Qualified HazMat vendors *Project Evaluator	> 2.1 Yr 1-Mo 2 (updated annually) 2.2 Yr 1 and annually as needed	> 2.1 Yr 1-Mo 6 2.2 Yr 5
List data and sources to be used to measure outcomes: > List of qualified hazardous materials vendors (updated annually), number of hazardous materials removals (total and by year) and description of hazardous materials (compiled by the Task Coordinator), and vendor invoices.				
(3) Goal:	> Increased Access to Service Providers and Public Safety Officials in South Montebello (PPA 1 - Youth/Community Development)			
Objectives (A., B., etc.)	> 3.A Hold an annual National Night Out (NNO) campaign and resource fair in south Montebello to coincide with the nationwide NNO event (usually scheduled in the Fall)			
Process & Outcome Measures:	> PROCESS MEASURES: - Marketing Plan to advertise the annual events and encourage participation including copies of marketing materials (e.g., social and traditional media posts), number of social media posts, and number of flyers posted. - Dates and locations of each annual NNO campaign event - Type of NNO campaign materials used and cost per event - Number of tchotchkes distributed with Montebello public safety information and cost per event			

	• List of participating community-based organizations each year (names, addresses, contact information, services offered to the community, copies of handouts) • List of participating city departments each year (department names; staff names, titles, and contact information; copies of handouts) • List of other participants each year (e.g., food trucks, entertainment, etc.) • Photographs of each annual campaign event • Number of responses to the sticker dot survey on concerns about cannabis businesses in the community, related community needs, and relations with public safety officials • Number of responses to the structured interviews with the community on concerns about cannabis businesses in the community, related community needs, and relations with public safety officials • Number of responses to the structured interviews with participating Police, Fire/EMS, and Code Enforcement staff on impressions of community cohesiveness and suggested action items OUTCOME MEASURES: • Qualitative summary of community responses to the sticker dot survey and the unstructured interviews during the annual National Night Out events. • Qualitative summary of responses to structured interviews with participating Police, Fire/EMS, and Code Enforcement officials.																																				
Project activities/services that support the identified goal and objectives: >	<table><tr><th rowspan="2">Responsible staff/ partners</th><th colspan="2">Timeline</th></tr><tr><th>Start Date</th><th>End Date</th></tr><tr><td>></td><td>></td><td>></td></tr><tr><td>3.1 Meet with City officials who have organized NNO in Montebello in previous years to collect event coordination tools, lessons learned, etc.</td><td>*Task 3 Coordinator from Parks and Recreation</td><td>3.1 Yr 1- Mo 3</td><td>3.1 Yr 1- Mo 3</td></tr><tr><td>3.2 Recruit community-based organizations to participate in the resource fair (will include recruitment outside of Montebello as there are fewer providers in the City)</td><td>*Police, Fire/EMS, and Code Enforcement representatives</td><td>3.2 Yr 1- Mo. 3 and annually</td><td>3.2 Yr 5</td></tr><tr><td>3.3 Coordinate with Police, Fire/EMS, and Code Enforcement to identify representatives who will participate and provide guidance on their activities during the event</td><td>*Project Evaluator</td><td>3.3 Yr 1 and annually one month before the event</td><td>3.3 Yr 5</td></tr><tr><td>3.4 Purchase NNO-branded event materials (banners, flyers, tchotkes, etc.) and other materials needed for the event such as tables, chairs, canopy tents, bottled water, etc.</td><td></td><td>3.4 Yr 1- Mo 3, and annually as needed</td><td>3.4 Yr 5</td></tr><tr><td>3.5 Make arrangements with Parks and Recreation to select and reserve a park in south Montebello for each annual event</td><td></td><td>3.5 Yr 1 and annually six months before the event</td><td>3.5 Yr 5</td></tr><tr><td>3.6 Develop and implement a marketing plan to increase awarness of the event and encourage participation (both social and traditional media, including both English and Spanish messaging)</td><td></td><td>3.6 Yr 1 and annually 3 months before the event</td><td>3.6 Yr 5</td></tr><tr><td>3.7 Conduct the annual NNO campaign and resource fair in south Montebello</td><td></td><td>3.7 Yr 1 and annually to</td><td>3.7 Yr 5</td></tr></table>	Responsible staff/ partners	Timeline		Start Date	End Date	>	>	>	3.1 Meet with City officials who have organized NNO in Montebello in previous years to collect event coordination tools, lessons learned, etc.	*Task 3 Coordinator from Parks and Recreation	3.1 Yr 1- Mo 3	3.1 Yr 1- Mo 3	3.2 Recruit community-based organizations to participate in the resource fair (will include recruitment outside of Montebello as there are fewer providers in the City)	*Police, Fire/EMS, and Code Enforcement representatives	3.2 Yr 1- Mo. 3 and annually	3.2 Yr 5	3.3 Coordinate with Police, Fire/EMS, and Code Enforcement to identify representatives who will participate and provide guidance on their activities during the event	*Project Evaluator	3.3 Yr 1 and annually one month before the event	3.3 Yr 5	3.4 Purchase NNO-branded event materials (banners, flyers, tchotkes, etc.) and other materials needed for the event such as tables, chairs, canopy tents, bottled water, etc.		3.4 Yr 1- Mo 3, and annually as needed	3.4 Yr 5	3.5 Make arrangements with Parks and Recreation to select and reserve a park in south Montebello for each annual event		3.5 Yr 1 and annually six months before the event	3.5 Yr 5	3.6 Develop and implement a marketing plan to increase awarness of the event and encourage participation (both social and traditional media, including both English and Spanish messaging)		3.6 Yr 1 and annually 3 months before the event	3.6 Yr 5	3.7 Conduct the annual NNO campaign and resource fair in south Montebello		3.7 Yr 1 and annually to	3.7 Yr 5
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3.7 Conduct the annual NNO campaign and resource fair in south Montebello		3.7 Yr 1 and annually to	3.7 Yr 5																																		

		coincide with nationwide event	
List data and sources to be used to measure outcomes: > Event participant head-count conducted by Task Coordinator, resource fair provider log-in sheet, Police, Fire/EMS, and Code Enforcement log-in sheet, other participant log-in sheet (entertainment, food trucks, etc.), sticker dot survey, structured interviews with attendees (residents and public safety officials), invoices for purchased materials, and event photographs. All data collection instruments will be developed by the Project Evaluator.			
(4) Goal:	> Improved public health and reduced smoking in public places (PPA 2 - Public Health)		
Objectives (A., B., etc.)	> 4.A Install new updated 'no smoking' and 'smoke-free zone' signage in public areas that remind residents that the relevant ordinance includes cannabis and about the associated penalties		
Process & Outcome Measures:	> PROCESS MEASURES: • Final sign design (photograph) • Number of signs procured and installed • List of location of sign installations and photographs OUTCOME MEASURES: • Increased awareness of smoking prohibitions in public places (as measured by community responses to the sticker dot survey and the unstructured interviews)		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
		Start Date	End Date
4.1 Identify the signage vendor currently being used by the City.	> *Task 4 Coordinator (from Code Enforcement)	> 4.1 Yr 2-Mo. 1	> 4.1 Yr 2-Mo. 1
4.2 Design signage and provide specifications to the vendor	*Montebello Public Works Department	4.2 Yr 2-Mo. 1	4.2 Yr 2-Mo. 2
4.3 Vendor will fabricate the signs	*The City's signage vendor	4.3 Yr 2-Mo. 3	4.3 Yr 2-Mo. 4
4.4 City Public Works Department will install the signs - 5 at each of the City's 10 parks, and 10 at other public locations to be identified after award	*Project Evaluator	4.4 Yr-2-Mo. 5	4.4 Yr-2-Mo. 6
List data and sources to be used to measure outcomes: > Vendor invoices, photographs and list of locations provided by the Task Coordinator, summary of relevant feedback from the sticker dot survey administered at the annual NNO campaign and resource fair event.			

Request for Proposals Section IV: Project Budget and Budget Narrative	
Proposition 64 Grant Program Cohort 3	Applicant: City of Montebello
Project Budget: Enter estimated costs for reimbursement for the full <u>five (5) year</u> grant term.	
<i>Note: This top table will auto-populate based on the information entered in the sections below.</i>	
Budget Line Item	Grant Funds
1. Salaries and Benefits	\$651,702
2. Services and Supplies	\$150,100
3. Professional Services	\$145,000
4. Non-Governmental Organizations (NGO) Contracts	\$0
5. Equipment / Fixed Assets	\$46,665
6. Data Collection / Enhancement	\$0
7. Program Evaluaiton	\$90,000
8. Sustainability Planning	\$0
9. Other (include any travel and/or training costs)	\$54,248
10. Financial Audit (<i>Up to \$25,000 may be allocated for an end of project financial audit.</i>)	\$25,000
11. Indirect Costs/Administrative Overhead (<i>Costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.</i>)	\$116,272
TOTAL	\$1,278,987

1. Salaries and Benefits		
Title	(% FTE or Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
Proj. Director/Task 5 Coord. (A.Palmeros-Fire/EMS)	\$84.66/hr loaded x 2,028 hrs = \$181,032; Yr1: 520 hrs; Yrs 2-5: 312 hrs/yr; Closeout: 260 hrs	\$181,032
Task 1 Coordinator (G. Robinson-Fire/EMS)	\$77.95/hr loaded x 1,352 hrs = \$110,121; Yr1: 520 hrs; Yrs 2&4: 104 hrs/yr; Yrs 3&5: 312 hrs/yr	\$110,121
Task 2 & 4 Coordinator (J. Coto-Code Enforcement)	\$47.47/hr loaded x 1,768 hrs = \$88,016; Yr1: 520 hrs; Yrs 2-5: 312 hrs/yr	\$88,016
Task 3 Coordinator (N. Hernandez-Parks and Rec)	\$41.61/hr loaded x 1,768 hrs = \$77,156; Yr1: 520 hrs; Yrs 2-5: 312 hrs/yr	\$77,156
Task 3 Recreation Leaders (TBD-Parks and Rec)	\$23.50/hr loaded x 750 hrs = \$18,606; Yrs 1-5: 150 hrs/yr	\$18,606
Proj. Assistant (V. Lara-Fire/EMS)	\$34.10/hr loaded x 1,924 hrs = \$69,037; Yr1: 520 hrs; Yrs 2-5: 312 hrs/yr; Closeout: 156 hrs	\$69,037
Finance Coordinator (K. Louie-Fire/EMS)	\$53.21/hr loaded x 1,924 hrs = \$107,732; Yr1: 520 hrs; Yrs 2-5: 312 hrs/yr; Closeout: 156 hrs	\$107,732
TOTAL		\$651,702

Salaries and Benefits Narrative:

*All calculations include 3% merit increase each year

*All hourly rates include both base salary and fringe benefits

*Hours are generally higher in Year 1 to support project startup

PROJECT DIRECTOR AND TASK 5 COORDINATOR (Sustainability Planning): Oversee project and grant management; monitor project schedule, budget, and deliverables; hire/monitor consultants; oversee ongoing project monitoring; facilitate final audit; will serve as point of contact with BSCC. Also serves as the Task 5 Coordinator (Sustainability Planning), and will coordinate all activities of the Sustainability Planning Team.

TASK 1 COORDINATOR (Training, Supplies, Needs Assessment/Interdepartmental Coordination): Plan, coordinate, and facilitate all trainings planned for Police, Fire/EMS, and Code Enforcement; manage procurement and distribution of supplies and equipment; manage the Needs Assessment consultant and facilitate and arrange all interdepartmental coordination meetings.

TASK 2 AND 4 COORDINATOR (Hazardous Materials Removal/Updated Signage): Develop bench of qualified hazardous removal vendors who are qualified and will serve Montebello; facilitate and manage hazardous removal activities (up to four per year); oversee the design, fabrication, and installation of updated 'no smoking' and 'smoke-free zone' signage in city parks and other public places.

TASK 3 COORDINATOR (Annual S. Montebello National Night Out Campaign and Resource Fair): Develop and implement marketing plan to raise awareness of event and maximize participation, recruit youth/family service providers to participate in the Resource Fair component with emphasis on identifying new providers outside of the city; manage and facilitate the annual event including recruiting entertainment and food providers and facilitating the intensive participation of Police, Fire/EMS, and Code Enforcement.

TASK 3 RECREATION LEADERS: Up to five Recreation Leaders from the Division of Parks and Recreation will assist the Task 3 Coordinator with event preplanning, onsite assistance, and post-event cleanup. The annual budgeted 150 hours includes 30 hrs/Recreation Leader for each annual event.

PROJECT ASSISTANT: Help the Project Director in implementing all project and grant management activities; manage all administrative/secretarial activities.

FINANCE COORDINATOR: Manage all financial tracking, invoicing, and reporting; will serve as BSCC's day-to-day contact for all financial matters.

IN-KIND STAFFING: To support sustainability planning through out the five-year project, a total of 825 hours (165 hours/year) will be provided in-kind by Fire Department staff. This includes: Project Director (200 hours); Fire Chief (25 hours); Fire Marshal (200 hours); Fire Prevention Captain (200 hours); and Project Assistant (200 hours). To support the annual National Night Out Campaign and Resource Fair, the City's Parks and Recreation Division staff will assist with set-up and clean-up at the event location, as needed, and these hours will also be provided in-kind.

2. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Grant Funds
Example: Supportive Services (bus passes, gas cards, office supplies, uniforms)	\$350 x 50 Participants for each of the 5 years	\$87,500
1. General Office Supplies	\$100/month x 12 months x 5 years = \$6,000	\$6,000
2. For Task 1: Self-Contained Breathing Apparatus	\$3,400/unit x 9 units (3 each for PD, Fire/EMS, Code Enforcement) = \$30,600	\$30,600
3. For Task 1: Chemical Classifier Test Strip Kits	\$60/kit x 9 kits x 5 years = \$2,700	\$2,700
4. For Task 1: Tyvek Suits	\$160/case x 6 cases x 5 years = \$4,800	\$4,800
5. For Task 3: Event Materials	\$20,000/event x 5 annual events = \$100,000	\$100,000
6. For Task 4: Signage	\$100/sign x 60 signs = \$6,000	\$6,000
TOTAL		\$150,100

Services and Supplies Narrative:

1. GENERAL OFFICE SUPPLIES - for Fire/EMS project management team; includes paper, printer ink, folders, and other general office supplies needed for project administration and meetings.
2. For Task 1: SELF-CONTAINED BREATHING APPARATUS (SCBA) - for PD, Fire/EMS, and Code Enforcement. Estimate from Industrialsafetyproducts.com. A NIOSH-approved SCBA with optional accessories like a Heads-Up Display (HUD), Rapid Intervention Crew / Universal Air Connection (RIC/UAC), and Personal Alert Safety System (PASS). Features 3M Scott's unique dual-redundant pressure reducer coupled with the innovative and patented Vibralert end-of-service indicator. The streamlined backframe provides a comfortable fit with a lower profile, allowing for greater freedom of movement to SCBA users during the most rigorous activities. NIOSH-approved for respiratory protection in IDLH (immediately dangerous to life or health) environments and is suitable for use in industrial, firefighting (non-NFPA), and similar IDLH applications.
3. For Task 1: CHEMICAL CLASSIFIER TEST STRIP KITS - for PD, Fire/EMS, and Code Enforcement. Estimate from hazmatresources.com. \$60 per kit includes 6 strips. Test strips distinguish risks in unknown stored or spilled liquids. Firefighter Chemical Classifier Strips quickly assist the responder in classifying the spill for proper treatment. Recommended for all Emergency Response Teams. Plastic tube is lightweight and portable and keeps strips and chart protected when not in use.
4. For Task 1: TYVEK SUITS - for PD, Fire/EMS, and Code Enforcement. 6 cases each year - each case contains 25 suits. Estimate from Industrialsafetyproducts.com. Tyvek garments are composed of flash spun high density polyethylene which creates a unique, nonwoven material available only from DuPont. Tyvek provides an ideal balance of protection, durability and comfort of any limited use fabric technology. Tyvek fabric offers an inherent barrier to small size particles.
5. For Task 3: EVENT MATERIALS - The lump sum will cover the costs of event materials including tables, chairs, canopy tents, National Night Out-branded banners, flyers, small handouts branded with Montebello public safety information (ie, fridge magnets, pens, etc.), marketing costs, and other materials as needed.
6. For Task 4: SIGNAGE - will use City's established vendor. New signs are needed to remind residents that the smoking ordinance includes cannabis. Cost includes five new signs in each of the City's 10 parks (50 signs) plus 10 additional signs for other public places to be identified after award.

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds
Example: Contract with Social Marketing Firm to design content for website, social media channels and support.	Initial year \$50,000 for design and implementation Each subsequent year technical support and ongoing monitoring/maintenance for website. \$15,000 per year for 4 years	\$110,000
1. For Task 1: Needs Assessment Consultant	\$100/hr x 200 hours = \$20,000	\$20,000
2. For Task 2: Hazardous Materials Removal	\$6,250/removal x 4 removals x 5 years = \$125,000	\$125,000
TOTAL		\$145,000

Professional Services Narrative:

1. For Task 1: NEEDS ASSESSMENT VENDOR. Consultant to formally guide public safety needs assessment process in Year 1, to include facilitating coordination meetings between Police, Fire/EMS, and Code Enforcement to identify and clarify tactical and command roles and responsibilities at incidents at commercial cannabis facilities.
2. For Task 2: HAZARDOUS MATERIALS REMOVAL. Based on costs for other types of hazardous removal activities procured by the City. Funds are needed because removal needs to happen immediately to ensure safety of people, property, and the environment. The City will seek to have business/property owners reimburse these costs, but the funding will allow immediate removal and cover costs when business/property owners refuse the responsibility.

4. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: NGO Contract- To be identified	Cannabis Prevention Classes \$150 x 24 classes per year (x 5 years)	\$18,000
Not Applicable; all NGOs are participating in-kind		\$0

TOTALS	\$0
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Non-Governmental Organizations (NGO) Subcontracts Narrative:

Not Applicable; all NGOs are participating in-kind. The City has secured the in-kind commitment to participate in the National Night Out Campaign and Resource Fair from Beverly Hospital (largest healthcare provider in the City); America's Job Center (youth and family employment services), and the Montebello-Commerce YMCA (youth and family sports and recreation) - see letters of support. These are the only local providers in our small, underserved City. The Task Coordinator will identify and recruit providers from outside of Montebello (with an emphasis on finding youth development providers) to bolster the services available to south Montebello residents.

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	4x4 Truck and tow package as available (Market Value)	\$85,000
1. For Task 1: Portable 4-Gas Meter/PID	\$5,185/unit x 9 units = \$46,665	\$46,665
TOTALS		\$46,665

Equipment/Fixed Assets Narrative:

1. For Task 1: PORTABLE 4-GAS METER/PID (PHOTO IONIZATION DETECTOR). Estimate from Industrialsafetyproducts.com. The ALTAIR 5X Gas Detector is capable of measuring up to 6 gases simultaneously and is now available with integrated PID (photo ionization detector) sensor for volatile organic compound (VOC) detection. Detects combustible gases in LEL and/or volume percentage range, oxygen, carbon monoxide, carbon dioxide, hydrogen sulfide, sulfur dioxide, ammonia, chlorine, VOCs, and many others depending upon sensor configuration.

A PID provides gas detection beyond the limits of a standard four-gas meter. PID measures volatile organic compounds (VOCs), a vast chemical family that includes common chemicals such as gasoline, epoxies and resins, paints, and almost all hydrocarbon chemicals (e.g., alkanes, ketones). A PID will also detect alcohols (e.g., ethanol, isopropanol, methanol) and the odorant mercaptan found in propane and natural gas. Typically, VOCs have a high vapor pressure at ambient temperatures, meaning the liquid is giving off vapor readily, which makes gas detection relatively easy. The main purpose of the PID in these types of spills and releases is to measure the toxicity of the atmosphere—i.e., its threat to responders' health.

6. Data Collection / Enhancement

Description	Grant Funds
Example: Data ad hoc reporting and upgrades for BSCC Quarterly Progress Report measures	\$10,329
Not Applicable; all related costs will be covered by the Project Evaluator	\$0
TOTAL	\$0

Data Collection / Enhancement Narrative:

Not Applicable; all related costs will be covered by the Project Evaluator

7. Program Evaluation

Description	Grant Funds
Example: Contract with ABC Researchers to develop Evaluation Plan, Final Report, and assist with Quarterly Progress Reports	\$25,750
Consulting agreement with a local Project Evaluator - \$100/hour x 900 hours = \$90,000; Yrs 1 & 5: 200 hrs/yr; Yrs 2-4: 100 hrs/yr; Closeout: 200 hrs	\$90,000
TOTAL	\$90,000

Program Evaluation Narrative:

Due to the estimated size of the consulting agreement, the City will be required to issue a competitive bid for the proposed Project Evaluator. The Project Director will work with the Finance Coordinator to prepare and issue the Request for Qualifications (RFQs) and select a qualified consultant. The Project Director will solicit RFQs from several local universities including California State University-Los Angeles (Cal State LA), University of California Los Angeles (UCLA), University of Southern California (USC), and others. The primary responsibilities of the Project Evaluator are:

1. Develop data collection instruments;
2. Train Task Coordinators on data collection and reporting;
3. Facilitate, track, and monitor ongoing data collection;
4. Develop the required Evaluation Plan;
5. Provide interim output and outcome data for inclusion in progress reports; and
6. Develop the required Final Evaluation Report.

8. Sustainability Planning	
Description	Grant Funds
Example: Room rental for quarterly strategic planning meeting for community & gov't partners to continue services post-award.	\$8,575
All sustainability planning will be provided in-kind	\$0
TOTAL	\$0

Sustainability Planning Narrative:

To support sustainability planning through out the five-year project, a total of 825 hours (165 hours/year) will be provided IN-KIND by Fire Department staff. This includes: Project Director (200 hours); Fire Chief (25 hours); Fire Marshal (200 hours); Fire Prevention Captain (200 hours); and Project Assistant (200 hours). This Sustainability Planning Team will meet four times each year to strategize how to sustain and/or institutionalize the project's activities.

9. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds
Example: Training Classes for Enforcement Officers	\$2,500/partipant x 3 participants; includes training costs, travel, and per diem.	\$7,500
1. For Task 1: Onsite Training for PD, Fire/EMS, CE	\$12,000 per training; provided in Years 1, 3, and 5: \$12,000 x 3 years = \$36,000	\$36,000
2. For Task 1: HazMat Certification	\$950/course x 4 courses x 4 Fire Prevention staff = \$60,000 in Year 1 only	\$15,200
3. Grantee Orientation	3 staff for 1 meeting day & 2 travel days to Sacramento in Year 1 only	\$3,048
TOTAL		\$54,248

Other (Travel, Training, etc.) Narrative:

1. For Task 1: Onsite Training for Police, Fire/EMS, and Code Enforcement. The Cost is for a trainer to be procured after award. The estimate is based on costs incurred by Fire/EMS for past onsite trainings. This training will be interdepartmental (ie, all three departments will attend the training together). The training will be offered in Years 1, 3, and 5. The trainings will focus on topics related to operations inside commercial cannabis facilities including: identification of structural hazards, illegal wiring, etc.; the hazards connected to each type of cannabis business; identification of and protection for chemical agents; use of SCBA, gas meters, and other protective safety supplies/equipment; and more. The National Fire Protection Association (NFPA) is currently finalizing their new "Standard on Fire Protection in Cannabis Growing and Processing Facilities (Standard 420)"; the project will seek training on this new Standard in Years 3 and 5.

2. For Task 1: HazMat Certification for 4 Fire Prevention staff in Year 1 only. The City will accelerate this certification in Year 1 to bring quick access to expertise, knowledge, and skills to Fire/EMS who are the primary first responders in the City of Montebello. The HazMat Technician certification includes four courses: First Responder Operations (FRO), Hazardous Waste Operations and Emergency Response (HAZWOPER), and HazMat Technician 1 and 2.

3. Grantee Orientation in Sacramento. The costs are for 3 staff to attend and includes the following:

3.1 Air Fare (\$400/staff x 3 staff x 1 trip = \$1,200); 3.2 Lodging (\$167/night x 3 staff x 2 nights x 1 trip = \$1,002); 3.3 Ground Transportation (\$75/staff x 3 staff x 1 trip = \$225); and 3.4. Meals and Incidentals (\$69/staff x 3 staff x 3 days x 1 trip = \$621)

10. Financial Audit

Description	Grant Funds
Example: Contract with XYZ Certified Public Accountant to provide final fiscal audit	\$25,000
Financial Audit - Provider to be determined	\$25,000
TOTAL	\$25,000

Financial Audit Narrative:

As required, a final audit will be completed during the Closeout period. The City will identify the auditor during Year 5 with sufficient time to ensure that the audit is ready to proceed and be completed by October 31, 2028.

11. Indirect Costs

Description: Indirect costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.	Grant Funds
TOTAL	\$116,272

Indirect Costs Narrative:

The City requests 10% of total direct costs to cover indirect costs such as utilities, phone and internet, etc.

**City of Montebello – Operation Shield
LETTERS OF COMMITMENT**



City of Montebello Code Enforcement Division

City of Montebello Department of Recreation and Community Development

Montebello-Commerce YMCA

America's Job Center

Beverly Hospital



City of Montebello

November 29, 2022

Ms. Linda Penner
Chair of the Board
California Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

**Subject: Letter of Commitment and Support for
the City of Montebello's Proposition 64 Grant Application**

This letter is in support of the Proposition 64 Grant application for the City of Montebello, Code Enforcement Division. The Code Enforcement Division strives to enhance public safety and the quality of life by promoting a healthy community environment through education and communication.

I believe the proposed project will greatly benefit our Code Enforcement Division in providing new training and education to stay informed on best practices and how to coordinate hazardous material removal activities. It will enhance officer safety procedures, and improve officer's engagement in coordinating with Montebello Police and Fire/EMS in future onsite incidents at commercial cannabis facilities.

In summary, the approval of this grant will enhance the capacity and efficiency of our Code Enforcement Division to grow our presence on cannabis incident facilities, and to promote and maintain a healthy, safe, and desirable environment. Your support for this Proposition 64 Grant application is appreciated and will have a great impact on the future growth of our department.

Thank you for your consideration of this important effort.

Sincerely,


Joseph Merino Cota

City of Montebello, Code Enforcement Manager



City of Montebello

November 30, 2022

Ms. Linda Penner
Chair of the Board
California Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

**Subject: Letter of Commitment and Support for
the City of Montebello's Proposition 64 Grant Application**

Dear Ms. Penner:

The City of Montebello Department of Recreation and Community Services is pleased to submit this letter of support and commitment for the City's funding request for public safety and community development activities in response to the 2018 legalization of commercial cannabis.

The Department will coordinate and implement the new annual National Night Out campaign in south Montebello in partnership with the Montebello Police Department, Fire Department, and Code Enforcement Division. The purpose of the annual event is to build relationships and trust between residents and Police, Fire/EMS, and Code Enforcement officials. The event will be based in Holifield Park which is centrally located in south Montebello. The event will include entertainment and food, but also, significantly, will include a resource fair. Montebello lacks community-based organizations that we can rely on for youth and family development. The Department's Coordinator will recruit service providers from surrounding cities to attend and offer their services. The Department will utilize the resources we have which includes the Montebello Volunteer Program and the City's Youth and Education Commission, both of which will be recruited to help design and implement the annual campaign event.

The City is truly underserved and lacks the types of programming south Montebello needs to address the new issues that accompany the legal and illegal influx of cannabis. The grant program will fill the programming gap by providing funding for staff time to identify and share external resources with south Montebello residents. The City is grateful for this opportunity, and we hope you will give our project favorable consideration.

Sincerely,

A blue ink signature of David Sosnowski.

David Sosnowski
Director of Recreation and Community Services



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

November 30, 2022

Ms. Linda Penner
Chair of the Board
California Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

Subject: Letter of Commitment and Support for
the City of Montebello's Proposition 64 Grant Application

Dear Ms. Penner:

The Montebello-Commerce YMCA is pleased to offer this letter for the City's funding request to address issues in response to the City's 2018 authorization of commercial cannabis. The YMCA has provided youth and family services in Montebello for more than 40 years, and is one of the few non-profit agency providers of services to underserved families in the City. At our Montebello-based facility and throughout our community we offer youth sports, group exercise classes, camping services and outdoor enrichment, preschool and early learning readiness, water safety classes, and an array of health and wellness programs and services such as our Kidsfit and Teenfit programs offered in partnership with Beverly Hospital. Additionally, the Y offers food distribution to food insecure families, vaccine pod events and other pandemic related services.

We welcome the opportunity to offer our services at the proposed National Night Out campaign which will be held each year in south Montebello. We understand that the new annual event will include a resource fair, and our staff will be glad to speak with residents and share flyers and other types of materials to encourage participation in our programs.

Sincerely,

Paul Parzik
Executive Director

Tax I.D.#: 95-1644052

Montebello-Commerce YMCA 2000 W. Beverly Blvd., Montebello, CA 9060 (323) 877.YMCA (9622)

November 30, 2022

Ms. Linda Penner
Chair of the Board
California Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

Subject:

Letter of Commitment and Support for the City of Montebello's Proposition 64 Grant Application

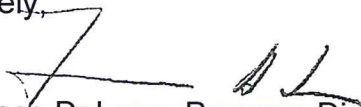
Dear Ms. Penner:

On behalf of America's Job Center of California (AJCC), we are pleased to share our support for the City's funding request to enhance public safety and build community relations in response to the City's 2018 authorization of commercial cannabis. The City has approached AJCC about forming a new partnership with our Santa Fe Springs location to provide employment services for their underserved communities including those in south Montebello where the new commercial cannabis businesses are clustered.

AJCC is operated by the Southeast Area Social Services Funding Authority (SASSFA) which was created in 1979, and has been providing services to the community for over 30 years. SASSFA is a public agency governed by a board of elected officials from each of our service cities and by representatives from the Los Angeles County Board of Supervisors, 1st and 4th District. AJCC provides workforce services to help job seekers and businesses address their economic needs. The goal is to support the job seeker in meeting their employment and training needs, and to assist businesses to grow and thrive.

We are strongly interested in learning more about the new annual National Night Out campaign and resource fair which will be held in south Montebello. We would be interested in attending to share more information about our workforce development programs with the area's youth and families. We look forward to more exploratory discussions and attending planning meetings to learn more. If you have any questions about AJCC, please contact me at 562-846-5529, email fdeleon@ajcc.lacounty.gov.

Sincerely,



Francisco DeLeon, Program Director

SASSFA

(Southeast Area Social Services Funding Authority)

A Proud Partner of America's Job Center of CaliforniaSM

www.sassfa.org



November 30, 2022

Ms. Linda Penner
Chair of the Board
California Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, California 95833

Subject: Letter of Commitment and Support for the City of Montebello's Proposition 64 Grant Application

Dear Ms. Penner:

Thank you for your consideration of my letter of support on behalf of Beverly Hospital for the City of Montebello's funding request for public safety and community development activities in response to the 2018 legalization of commercial marijuana. Beverly Hospital has provided services since 1949 to the cities of Montebello, Pico Rivera, Monterey Park, El Monte, Whittier, East Los Angeles, and surrounding communities. Beverly Hospital is located in Montebello, is the City's only hospital, and is its largest health care provider. The hospital is a not-for-profit, independent 202-bed acute care facility that offers a full range of services and a medical staff of over 300 physicians, representing a wide spectrum of specialties, who are supported by experienced and dedicated employees and volunteers. The hospital is committed to the community. We have invested more than \$50 million in the facility during the last five years, culminating in the opening of a new \$12 million emergency care center in 2019.

The need for our services in Montebello and surrounding communities has never been greater. The hospital has seen a troubling increase in the use of marijuana and opioids including methamphetamine, heroin, and fentanyl. Our concerns come on the heels of a record-breaking seizure of one million fentanyl pills in Inglewood (just 30 miles from Montebello) by the Drug Enforcement Agency's Los Angeles Field Office, and a report of seven County youth overdosing from fentanyl during the summer of 2022. Substance use and misuse is one of the top community health needs identified in our 2019 Community Health Needs Assessment.

Beverly Hospital strongly supports the City's efforts to take a proactive approach to managing the issues that have and will continue to arise due to the legalization of marijuana. We will be glad to share updated data from our Community Health Needs Assessment planning activities as it relates to substance use and misuse. The data that can be provided includes: substance use by age, frequency of use, initiation of use, and hospitalization rates. Our stakeholder interviews and focus groups also provide qualitative data that provides contextual information. Additionally, we would be glad to discuss participating in the proposed annual National Night Out resource fair to provide wellness and prevention materials to participating youth and families.

Funding from this grant program will fill a significant resources gap in Montebello, a low-income and underserved city. I urge you to fund this worthwhile project. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Nancy E. Lee".

Nancy E. Lee, MSCHCM, BSN, NEA-BC
Sr. V.P., Operations/CNO

APPENDIX A
PROPOSITION 64 PH&S GRANT PROGRAM COHORT 3
SCORING PANEL ROSTER

	Name	Title	Organization
1	Guillermo Viera Rosa (Chair)	BSCC Board Member Director, Div. of Adult Parole	CA Department of Corrections and Rehabilitation
2	Devin Gray	Policy Research	Department of Cannabis Control – Policy and Research Division
3	Jim Keddy	Director	Youth Forward
4	Ata Khan	Planning Manager	City of Pomona – Development Services
5	Charles Smith	Commander	Department of Cannabis Control – Law Enforcement Division
6	America Velasco	Pre-Trial Services Coordinator	Solano County Superior Court

APPENDIX B

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, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Cohort 3 funds. The RFP describes these requirements as follows:

The Prop 64 PH&S Grant Program Cohort 3 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 Grant Program Cohort 3 funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S Grant Program Cohort 3 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 (i.e., December 1, 2022) 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.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

APPENDIX B
CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: City of Montebello

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to 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 Program Cohort 3 RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party 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

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO

RECITALS

WHEREAS, the City of Montebello ("City") desires to participate in the Proposition 64 Public Health and Safety Grant Program ("Prop 64 Grant Program") funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections ("BSCC").

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

SECTION 1. AUTHORITY. City Manager, René Bobadilla P.E. and/or his designee, is hereby authorized on behalf of the City Council to submit the grant proposal, execute the Prop 64 Grant Program Agreement with the BSCC, in a final form approved by the City Attorney's Office, and finalize any other document reasonably-related to the funding contemplated herein, including any amendments thereof.

SECTION 2. ASSURANCES. Prop 64 Grant Program funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 3. GRANT AGREEMENT. The City of Montebello agrees to abide by the terms and conditions of the Prop 64 Grant Program agreement as set forth by the BSCC, attached hereto in substantial form.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF MAY 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-31

Page 2 of 2

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. 23-31 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 24th day of May 2023 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 # 24

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Fernando Pelaez, Fire Chief

**SUBJECT: APPROVAL TO PURCHASE A GENERATOR FOR FIRE
DEPARTMENT PUBLIC SAFETY COMMUNICATIONS SITE**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize and approve the emergency purchase of a replacement backup generator for the City of Montebello Fire Department's Public Safety Communication Site located at the Montebello Reservoir; and
2. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$172,500 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery, and Equipment); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff is recommending the purchase and installation of a replacement backup generator system for the Fire Department's Public Safety Communication's Starlight Reservoir Site. The cost to purchase and install the generator is estimated at \$150,000. The staff is also recommending a fifteen percent (15%) allowable contingency for the project to address any unforeseen issues that may arise during the installation of the replacement generator. This brings the total purchase and installation estimate to a not-to-exceed amount of \$172,500. This purchase will require authorization to amend the Fiscal Year 2022-23 budget by increasing appropriations by \$172,500 in the Fire Department's Public Safety Communications Division Budget (Account No. 100- 85-880-6010.10).

BACKGROUND/DISCUSSION:

The City of Montebello's Emergency Public Safety Communications systems are

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 3

controlled by several communication sites throughout the City and surrounding communities. This network of communication sites includes seven (7) locations regionally. In addition, the Montebello Fire Department is part of the Interagency Communications Interoperability (ICI) System that has created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles and beyond. Currently, the Department's radio infrastructure is providing wider coverage, enhanced service and supports the maintenance of the radio system access and equipment. This system primarily supports police, firefighters, paramedics, and other emergency responders from various agencies in Los Angeles County.

The public safety communications system provides support to nine (9) cities, including seven (7) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites, Police Department (6 Consoles) and Transit (2 Consoles). The communication radio system supports over 1,500 radios that include the City's Police, Fire and Transit Departments. In addition, the Prime Site supports the following six (6) "sub-sites" at Quiet Cannon, Starlight Reservoir, Fire Station 56, City of Vernon (Fire Station 78), Garvey Reservoir, and City of Santa Fe Springs.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

Part of the Public Safety Communication System is the critical communication site located at the Starlight Reservoir, located at 12643 Carinthia Dr., Whittier, CA 90601. The Starlight location provides essential emergency radio communication services and supports the regional public safety system. The recent Whittier communication site generator failure that occurred on May 12, 2023 is the second incident at this location in the past six months. The same incident occurred in November of 2022, and during this incident, the site was down for approximately 24 hours. Unfortunately, these occurrences are severely affecting the effectiveness and efficiency of the radio communication system, and hampering the ability to deliver emergency services. The existing generator is non-operable as they are over 26 years old, and therefore, in need of urgent replacement.

In accordance with the City of Montebello's Public Safety Agreements with subscriber cities, the City is responsible for maintaining the seven sites. The Public Safety Radio Communication team obtained three quotes for the generators. If approved, the Department will be working closely with the Public Works Department to execute the

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 3 of 3

purchase of the generator.

Disruptions in radio communication systems can hinder public safety response and emergency coordination. The Starlight Reservoir Site is a critical location that must remain operational with minimal downtime.

SUMMARY:

The City Council is being asked to authorize the Assistant City Manager to approve the purchase and installation of a replacement generator for the Fire Department's Starlight Reservoir Site in Whittier. The proposed purchase complies with the City's procurement policy, allowing the City to secure goods, especially urgent identified goods, especially if it promotes the welfare and safety of the public, and allows the City to comply with the current agreement. The FY 2022-23 budget must also be amended, by increasing appropriations by \$172,500 in the Fire Department's Public Safety Communications Division Budget (Account No. 100- 85-880-6010.10).

ATTACHMENT(S)

1. City of Montebello Cor13Tech Quote
2. City of Montebello Pacific Utility Quote
3. City of Montebello Unlimited Power Solutions Quote

NEXT STEPS:

N/A



Quote Number: 23-1069

Date: 2-10-23

City OF Montebello

Generator Replacement

Core 13 Power is happy to submit a quote to replace the generator and ATS for the City of Montebello communication station. Please feel free to give us a call with any further questions.

Eddie Hernandez

760-660-0910

11415 West Washington Blvd.

Suite 113

Los Angeles ca. 90066

www.cor13tech.com



Quote: 23-1069

Date: Feb 10, 2023

Prepared for:
City of Montebello

<u>Activity</u>	<u>Description</u>	<u>Quantity</u>
30 kw Generator	Wildcat 30kw Diesel Generator Install	1
ATS	Nema 3 120/240 VAC ASCO Transfer Switch	1

Price: \$119,212.00

Tax: \$ 7,392.00

Total: \$126,604.00

Work proposal to be completed: Remove and dispose of one existing generator, two propane tanks and one automatic transfer switch. Install one Wildcat 30kw 120/240 diesel generator and one new 150-amp ATS. The unit will be shipped to the job site location, This quote includes fuel fill up and start up and commissioning.

Wildcat 30kw Generator Warranty	3 years	lead time - 12 weeks
ATS ABB Warranty	2 years	lead time – 27 weeks

By signing below, you agree and accept the proposed quote.

Name/Signature _____

Accepted Date _____

11415 West Washington Blvd
Suite 113
Los Angeles, Ca. 90066
60) 660-0910
www.cor13tech.com



*Providing quality workmanship
with extraordinary service.®*

City Of Montebello

1600 W. Beverly Blvd.

Montebello, CA 90640

Attn. James Coiner

jcoiner@cityofmontebello.com

Project – Communication Site

1 – Provide One (1) UL2200 Listed Kohler model 30REOZK diesel powered generator set, rated for standby duty at 31 KW, 0.8 PF, 37.5 KVA, 120/240 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with 168-gallon subbase diesel fuel tank rated for 48 hours at full load.

One (1) Kohler Model KCS-ACVC-0104S Automatic Transfer Switch, rated at 150 amps, 240 volts, 2 phase, 3 wire, 3 pole, switched neutral, in Nema 3R cabinet for outdoor mounting.

Kohler limited generator warranty, effective from date of startup, for:

2 years or 2000 hours (whichever occurs first) as published in Kohler Brochure. Or Approved Equivalent.

2 – Removal, Recycle, Disposal of existing Genset and ATS. All material, labor and equipment needed included. This includes replacing existing wiring between generator and ATS, Gen feed, 120volt wiring and control wiring.

4 – Removal of (2) existing propane tanks and piping associated. Recycle / Dispose of properly.

3 – Complete Turnkey Installation and factory start up

Price based on pictures and description given. Submittal drawings provided within 15 days of receiving purchase order.

Total Cost to complete Line Item 1 – 3 \$149,850.00

Net 30day Terms

Jon Sudduth

Pacific Utility Installation, Inc.

Electrical Construction California / Nevada

510 Malloy Court

Corona CA 92878

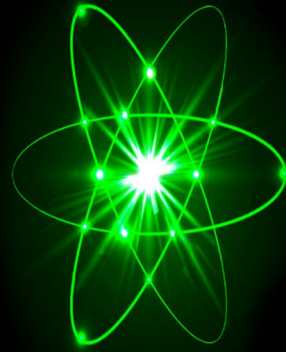
714.970.6430

Fax 714.970.6287

Cell 909.721.7467

www.pacificutility.com

jonathon@pacificutility.com



**Unlimited
Power
Solutions**

WWW.UPS-POWER.US

Unlimited Power Solutions *Specializes in the Sales, Service, Installation and Maintenance of Generators, UPS Systems, VRLA and Lithium Batteries, Emergency Lighting Inverters, Home Power Solutions and Energy Management.*

Jesse Olivas

jolivas@ups-power.us | www.ups-power.us | 626.715.3018

A Disabled Veteran Owned Company

QUOTE NUMBER: 23-007

RE: 30KW Diesel Generator

Date: 1-21-23

Unlimited Power Solutions is pleased to submit this proposal for a 30kw Wild Cat Diesel Generator and installation. Unlimited Power Solutions is a Veteran Disabled Owned Company located in Southern California and provides quality service at a competitive price. If you have any questions or require further assistance please give us a call.



Reference: City of Montebello

Date: 1-22-23

Quotation Number: QN#23-007

Expiration Date: 2-22-23

Prepared For: City of Montebello

Equipment:

(1) Wildcat Power Generator- Roughneck Diesel 30KW single phase 120/240 VAC 60 Hz 1800 RPM EPA Tier 3 with a sound attenuated weatherproof enclosure and a 57 hour at 100% capacity fuel subbase gas tank

(1) ABB ZTG T-Series 150 Amp 2 pole 3 wire 240/120 VAC Nema 3 Automatic Transfer Switch for outdoor mounting

Labor to remove the old generator and two propane fuel tanks and install one new Wild Cat Generator and an ABB Automatic Transfer switch

Fuel Delivery and fill up

System commissioning and start-up

Shipping to the site

The Wild Cat Generator warranty is for 3 years or 5000 hours.

The ABB Automatic Transfer Switch warranty is for two years.

System Price is \$92,567.00

Tax\$5440.00

AQMD/APCD Permit is not included. The unit is under 50 break horse power and is not required to have an AQMD permit.

.....
Adders:

1. This quotes excludes all permits and AQMD fees and permits. (none required)
2. Payment terms are net thirty.
3. See UPS terms and conditions.

Lead times:

1. Most submittals can typically be provided 10-15 days from date of order.
2. The current factory lead time for the Generator is 3 weeks.
3. The current lead time for the transfer switch is 22-24 weeks.

Accepted By.....

Accepted Date.....



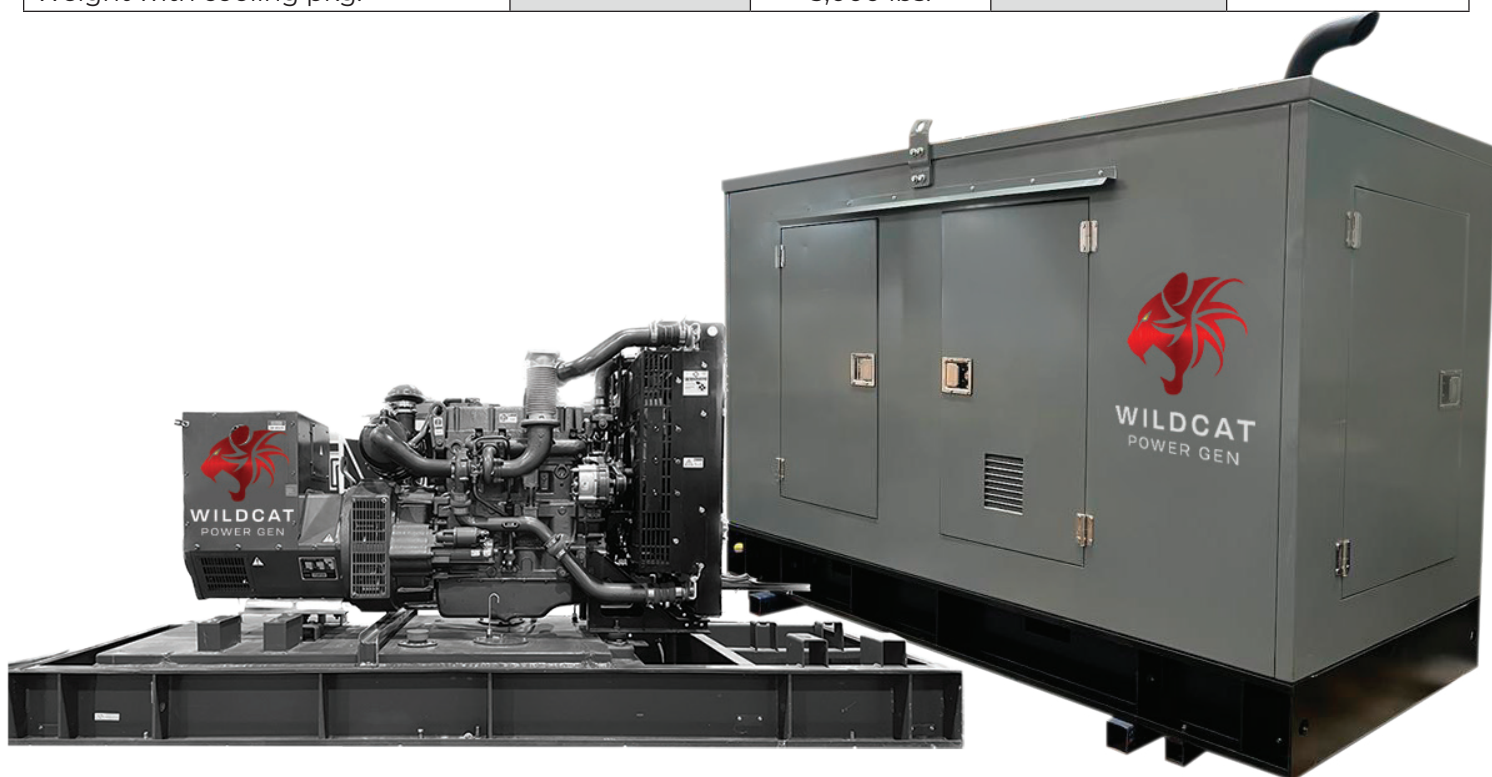
WILDCAT

POWER GEN

ROUGHNECK

30kW Diesel Generator Set

RATINGS / OPTIONS	WILDCAT DIESEL GENERATOR			
	20	30A	30B	30C
Kirloskar Engine	4R810NA1	4R810NA1	4R810NA1	4R810NA1
Engine Capacity / Induction System	3.24 L / naturally aspirated	3.24 L / naturally aspirated	3.24 L / naturally aspirated	3.24 L / naturally aspirated
Engine Rating HP @ RPM	48.7 @ 1,800	48.7 @ 1,800	48.7 @ 1,800	48.7 @ 1,800
Stamford Alternator UL1004 Listed	PI144H	PI144H	PI144H	PI144H
Rated kVA	20	37.5	37.5	37.5
Rated kWe	20	30	30	30
Number of Phases	1	3	3	3
Rating Power Factor	1	0.8	0.8	0.8
Rated Voltage V	120/240	120/208	277/480	120/240
Rated Current Amps	83	104	45	90
Controller Options UL Listed	Deep Sea	Deep Sea	Deep Sea	Deep Sea
Subbase Fuel Tank - 119.7 Capacity		57 HR @ 100%		
Length (inches)	102.3	102.3	102.3	102.3
Width (inches)	42.6	42.6	42.6	42.6
Height (inches)	61	61	61	61
Weight with cooling pkg.		3,000 lbs.		





Terms & Conditions of Sale

Acceptance of Terms: By submitting a purchase order or accepting a price quotation from Unlimited Power Solutions for the products or services described therein, Customer accepts and is bound to these Standard Terms & Conditions of Sale (the "Agreement"). No additional or differing terms or conditions proposed or delivered by Customer, whether proposed or delivered verbally, through writing, electronic communication, facsimile, or any other means, shall retroactively alter Unlimited Power Solutions price quotation, service agreement or this Agreement in any way. This Agreement, including all of its terms and conditions, may only be amended in a writing signed by both parties.

Service Agreement: Unless covered by an existing Unlimited Power Solutions maintenance agreement, Unlimited Power Solutions agrees to service the Equipment listed under "EQUIPMENT INFORMATION" per the terms and conditions set forth in this Agreement.

Acknowledgement: By signing this form, customer authorizes work to be performed, commits to payment for said work, and accepts the terms and conditions set forth herein.

Payment Terms: Payment terms are Net 30 from the date of invoice. Additional charges apply for invoices billed with extended payment terms. Late payments shall be subject to a late payment charge of 1.5% per month (18% per year) on any outstanding and delinquent balance. Customer shall pay invoices in full without set-off, counterclaim or withholding. If payment is not made when due, Unlimited Power Solutions shall have the right among other remedies, either to terminate this Agreement or suspend further services under this Agreement or other agreements with customer. Customer shall be liable for all expenses incurred to collect past due amounts.

Service: Unlimited Power Solutions shall, in accordance with services purchased and in accordance with generally accepted professional practices, furnish all necessary service, parts and materials to maintain/restore the Equipment to good working condition and repair. All Unlimited Power Solutions supplied parts, replaced by, Unlimited Power Solutions shall comply with the equipment manufacturer's published standards and/or specifications. Unlimited Power Solutions disclaims all warranties and guarantees, express or implied. See "LIMITATION ON EQUIPMENT AND SERVICES COVERED BY THIS AGREEMENT" below. Unlimited Power Solutions makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for particular purpose, or any other matter with respect to the services, equipment or parts/materials provided to customer. The parties agree that this is a contract for services and is not subject to any Uniform Commercial

Code. Similarly, Unlimited Power Solutions will not accept those terms and conditions offered by customer in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Customer hereby grants Unlimited Power Solutions full and reasonable access to the Service Location at which the Equipment is located for the performance of these services. Unlimited Power Solutions shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party whereby it results in a shut down, removal or alteration of the equipment by the other party. In the event of such an occurrence, Unlimited Power Solutions will invoice separate of this Agreement for costs incurred to return the equipment to industry standards, in accordance with Unlimited Power Solutions then current time and materials rates, and Unlimited Power Solutions shall not be liable for future damages arising from the services performed by Customer-authorized third party.

Discontinuance of Parts: For those systems deemed obsolete by the manufacturer (systems typically greater than 10 years of age), Unlimited Power Solutions will continue to source replacement parts to the best of its ability. Should replacement parts for these obsolete systems not be available, Unlimited Power Solutions will notify customer of such and shall be owed for any service work and /or expenses performed/provided to that point.

Termination of Agreement: Unlimited Power Solutions shall have the right to terminate this Agreement at any time and for any reason. Customer has the right to cancel this contract with a 30 day written notice. In the event of a cancellation, Unlimited Power Solutions will invoice customer for all work performed prior to agreement cancellation, a cancellation penalty, any costs associated with special order items, and/or a 20% parts re-stocking fee, as applicable.

Delivery: Quoted delivery dates for service and equipment under this Agreement are approximate estimates determined at the time of quotation and are subject to revision at any time. All shipping dates are approximate and are based upon prompt receipt by Unlimited Power Solutions of all necessary information from customer to properly process the order. Delivery dates are subject to changes caused by additions to or modification of the original order agreed to by both parties. Under no circumstances shall Unlimited Power Solutions have any liability whatsoever for damages, including but not limited to damages for loss of use or for any incidental or consequential damages as a result of delayed delivery of services or equipment.

Limitation on Equipment and Services Covered by this Agreement: This Agreement, and Unlimited Power Solutions obligations hereunder, covers only the equipment listed in the "EQUIPMENT INFORMATION" section. Any equipment not listed may be serviced by Unlimited Power Solutions at the Customer's request, or if deemed necessary by Unlimited Power Solutions, but all such work shall be billed to Customer at Unlimited Power Solutions standard prevailing rates for such labor and materials, and Customer agrees to pay all such charges pursuant to the terms of this Agreement. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical

surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Unlimited Power Solutions. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, or exceeds the equipment's original design limits. Examples include, but are not limited to, phase-imbalanced conditions (more than 25%). Unlimited Power Solutions shall not be responsible for repair or replacement of equipment necessitated by normal wear and usage or by customer's failure to have routine maintenance performed on the equipment as recommended by Unlimited Power Solutions. Unlimited Power Solutions shall have the right to inspect any equipment claimed to be defective or damaged and shall have the right to determine the cause of such claimed defect or damage. Repairs required by any of the above excepted causes will be made by Unlimited Power Solutions at the standard prevailing rates for the necessary labor and materials shall be billed to the Customer, and Customer agrees to pay all such changes pursuant to the terms of this Agreement. Unlimited Power Solutions shall not be liable for any repairs, materials or labor in excess of the contract amount herein. This Agreement does not cover any pre-existing damaged parts or labor deemed necessary by Unlimited Power Solutions prior to the initial service inspection by Unlimited Power Solutions. Any parts and/or labor coverage deemed necessary will not go into effect until after said corrections are made by Customer.

Insurance: Unlimited Power Solutions maintains insurance coverage and limits as it deems necessary. Upon Owners request, Unlimited Power Solutions (a) shall provide Owner with a Certificate of Liability Insurance, and (b) shall provide Owner with thirty (30) days advance notice of any cancellation or material change in coverage. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.

Limitation/Disclaimer of Liability: UNLIMITED POWER SOLUTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSE (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUE, DATA, OR PROFIT), DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S USE OF, OR INABILITY TO USE, THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR PERSONAL INJURY OR LOSS OR DESTRUCTION OF OTHER PROPERTY, OR FROM ANY OTHER CAUSE. TOTAL ONLINE PROTECTION'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE COMPENSATION PAID TO TOTAL ONLINE PROTECTION FOR THE SERVICES, EQUIPMENT, OR PARTS/MATERIALS PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. Customer will pay any Municipal, County, State or Federal sales, excise or other taxes which may be levied upon the service or materials provided pursuant to this Agreement. Customer shall indemnify Unlimited Power Solutions against and hold Unlimited Power Solutions harmless from any and all claims, actions, suits, proceeds, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to the Equipment, use, possession, operation and/or condition, thereof, arising out of any event on or after the date of this Agreement.

Governing Law and Venue: This Agreement shall be governed by, and construed in accordance, with the law of the State of California, and the venue of any court action initiated pursuant to this Agreement shall be the Riverside County Superior Court, California.

Legal Costs: In any legal proceedings instituted by Unlimited Power Solutions for the enforcement of the terms and provisions of this Agreement where Unlimited Power Solutions is the prevailing party, Unlimited Power Solutions shall be reimbursed by Customer for all of its reasonable costs, expenses and attorneys' fees.

Partial Invalidity: The terms and provisions of this Agreement shall be deemed separable. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

Entire Agreement: THE TERMS OF THIS AGREEMENT REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN UNLIMITED POWER SOLUTIONS AND CUSTOMER REGARDING THE MATTERS DESCRIBED HEREIN. NO VERBAL REPRESENTATION OF ANY SALESPERSON, AGENT, OFFICER, OR EMPLOYEE OF UNLIMITED POWER SOLUTIONS SHALL OPERATE TO VARY THE WRITTEN TERMS HEREOF. ANY ALTERATIONS OR MODIFICATIONS MUST BE IN WRITING, REFERENCE THIS AGREEMENT, AND BE SIGNED BY BOTH PARTIES.

Waiver: A waiver of the strict performance of any term of this Agreement by Unlimited Power Solutions shall not be deemed waiver of any other provision of this Agreement

By signing this document you agree to Unlimited Power Solutions terms and conditions.

Name: _____

Title: _____

Company: _____

Date: _____



ITEM # 25

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **RESOLUTION NO. 23-28 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION "RECREATIONAL TRAILS PROGRAM"**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 23-38 authorizing the submission of an application for the State of California's Department of Parks and Recreation "Recreational Trails Program;" and
2. Authorize the City Manager to conduct all negotiations, execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The State of California Department of Parks and Recreation currently has a competitive grant program available. The "Recreational Trails Program" does not have a minimum or maximum of grant funds that can be requested. However, the City of Montebello is required to provide a funding match amount that is a minimum of 12% of the total project cost. Staff is estimating the cost of the project to be up to \$2 Million, thus requiring a possible City match of at least \$240,000. If a grant is awarded, staff will return to City Council with a request to appropriate funds in the total grant amount, as well as make adjustments as necessary to fund the matching requirement.

BACKGROUND/DISCUSSION:

The Recreational Trails Program is a state-administered local assistance program of the United States Department of Transportation's Federal Highway Administration (the

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 24, 2023

Page 2 of 2

“Program”). Within, the State of California, the Department of Parks and Recreation’s Office of Grants and Local Services administers the Program. The Program aims to provide funds annually to develop non-motorized recreational trails. The application process requires a Resolution by the City Council authorizing the submission of the grant application on behalf of the City.

Staff is proposing to utilize funding to construct a walking path/trail loop around the perimeter of Reggie Rodriguez Park. The Reggie Rodriguez Park Specific Plan, which was developed utilizing community input, includes the recommendation to install a walking path/trail loop at the park that will provide a space for park-goers to walk or jog. Eligible costs additionally include pathway lighting, water fountains, signage, and landscaping that is necessary for trail integrity.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council authorize the submission of an application for the State of California Parks and Recreation "Recreational Trails Program" and authorize the City Manager or his designee to conduct negotiations and execute and submit all documents reasonably-necessary on behalf of the City to complete the awarded project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-38

NEXT STEPS:

N/A

RESOLUTION NO. 23-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION RECREATIONAL TRAILS PROGRAM

RECITALS

WHEREAS, THE “Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users” provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s).

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

SECTION 1. Approves the filing of an Application for the Recreational Trails Program; and

SECTION 2. Certifies that the Project is consistent with the Applicant’s general plan or the equivalent planning document; and

SECTION 3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and

SECTION 4. Certified that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and

SECTION 5. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements,

RESOLUTION NO. 23-38

Page 2 of 3

amendments, payment requests and so on, which may be necessary for the completion of the Project.

SECTION 6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND ADOPTED this 24th day of May 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman,
City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-38 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 24th day of May 2023 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

RESOLUTION NO. 23-38

Page 3 of 3

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 # 26

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Assistant City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: CONSIDERATION OF A RESOLUTION NO. 23-39 TO VACATE AND
TERMINATE AN IRREVOCABLE OFFER OF DEDICATION FOR
HABITAT RESERVE**

DATE: May 24, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-39 vacating and terminating an Irrevocable Offer of Dedication ("IOD") from Sentinel Peak Resources California, LLC ("Sentinel") to the City of Montebello in connection with the Montebello Hills habitat reserve having Instrument No. 20191405603 dated December 17, 2019; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

BACKGROUND/DISCUSSION:

In 2015, the City of Montebello approved the development of up to 1,200 residential units, public parks, hiking trails, and other related amenities (the "Montebello Hills Project"). As part of the Montebello Hills Project entitlements, Sentinel was required to dedicate land for the preservation of habitat for the California Gnatcatcher ("Habitat Reserve").

Per the requirements of United States Fish & Wildlife Service's ("USFWS") and the Montebello Hills Project Specific Plan, a conservation easement is to be created establishing the Habitat Reserve area along with the establishment of an endowment fund to pay for the management and maintenance of the Habitat Reserve in

perpetuity. No development is permitted in the Habitat Reserve.

In December 2019, Sentinel granted the IOD and formally offered the Habitat Reserve land to the City, subject to the USFWS requirements that it be used for the Gnatcatcher habitat. The Habitat Reserve land is currently owned by Sentinel. At this time, the City has not accepted the IOD.

Recently, Sentinel and the Montebello Hills Project developer Toll Brothers (“Toll”) have informed the City that the USFWS have inquired as to the status and timing of the City’s decision regarding the IOD and has requested that the City formally decline or accept the IOD because the City’s decision will inform how Sentinel and Toll proceed in order to meet USFWS’s deadlines pertaining to the transfer of the Habitat Reserve land and the recordation of the conservation easement. Should the City reject the IOD, Sentinel and Toll have already identified qualified, non-profit, public benefit organizations to serve as (i) the owner of Habitat Reserve and land manager and (ii) the grantee to the conservation easement.

ENVIRONMENTAL:

The vacation and termination of the IOD is exempt from the California Environmental Quality Act (“CEQA”) under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

ANALYSIS:

City staff in consultation with the City Attorney’s Office recommend that the City reject and vacate the IOD. Specifically, the City staff’s concerns with accepting the IOD are as follows:

- The Habitat Reserve area is located in an active oil field and has been the site for petroleum uses for decades. The full extent of the environmental conditions are difficult to know at this time. By accepting the IOD, the City would become the legal owner of the Habitat Reserve land and would be strictly liable under state and federal environmental laws for the cost of any potential remediation, if necessary.
- Notwithstanding this year’s higher rain totals, the long-term trend in Southern California is increasingly dry weather. The owner of the Habitat Reserve land could be legal liable for future wildfires along with costs and expenses for ongoing fire mitigation.
- Although an endowment fund will be established to maintain the Habitat Reserve, there remains the possibility that Habitat Reserve maintenance costs could exceed the available endowment fund revenues in the future.

For the reasons listed above, City staff recommends the City Council reject, vacate, and terminate the IOD to allow Sentinel and Toll to select qualified non-profit, public benefit organizations to serve as (i) the owner of Habitat Reserve and land manager and (ii) the

grantee to the conservation easement.

To formally reject/decline the IOD, the City is required to vacate the IOD in accordance with the procedure set forth by Government Code section 7050 and Street and Highway Code section 8335. Under Government Code section 7050, the City may decline and terminate the IOD in the same manner as a summary vacation under section 8335 of the Street and Highway Code. Under section 8335, the City Council shall adopt a resolution of vacating and terminating the IOD. Following its adoption, a certified copy of the resolution shall be recorded in the County Recorder's Office to complete the vacation of the IOD.

SUMMARY:

It is recommended that the City Council adopt the attached Resolution vacating and thereby terminating the IOD for the Habitat Reserve at the Montebello Hills Project site pursuant to Government Code section 7050 and Street and Highway Code section 8335.

ATTACHMENT(S)

1. Attachment A_Resolution No. 23-39_MTB Hills Resolution of Vacation - IOD

NEXT STEPS:

N/A

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, VACATING AND TERMINATING IRREVOCABLE OFFER OF DEDICATION FOR HABITAT RESERVE (INSTRUMENT NO. 20191405603)

RECITALS

WHEREAS, on December 17, 2019, the City of Montebello ("City") was granted an Irrevocable Offer of Dedication ("IOD") for habitat reserve open space in the Montebello Hills Project located in the City of Montebello, Los Angeles County, California and more particularly described and shown in Exhibit "A" attached hereto by Sentinel Peak Resources California, LLC, the owner of the site ("Sentinel"); and

WHEREAS, this IOD was a required condition of the United States Fish and Wildlife Services for the approval of the Montebello Hills Project for a public purpose as a habitat reserve open space; and

WHEREAS, this IOD was granted to the City and recorded in the Official Records of the Los Angeles County Recorder's Office as Instrument No. 20191405603 dated December 17, 2019; and

WHEREAS, the Sentinel and Toll Borthers ("Toll") the developer of the Montebello Hills Project have identified third party non-governmental, non-profit, public benefit organizations that will hold the habitat land in fee and serve as grantee to the conservation easement; and

WHEREAS, the City is authorized to vacate IOD in accordance with the procedure set forth by Government Code section 7050 and Street and Highway Code section 8335; and

WHEREAS, the vacation of the IOD is consistent with the City's adopted General Plan pursuant to Government Code section 65402; and

WHEREAS, the City Council finds that the IOD is unnecessary for present or future public use and that the vacation of such, as described herein; and

WHEREAS, under Government Code section 7050, with the approval of the City Council, an IOD of real property for any public purpose, such as open space, may be terminated and the right to accept such offer abandoned in the same manner of a summary vacation of streets and highways; and

WHEREAS, Section 8335 of the Street and Highway Code requires, for a summary vacation, that the City Council adopt a resolution and cause a certified copy to be recorded with the county in which the real property is located; and

WHEREAS, the City Council finds that the vacation and thereby termination and rejection of the IOD is exempt from the California Environmental Quality Act ("CEQA")

RESOLUTION NO. 23-39

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under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment; and

WHEREAS, as a result of the facts and findings mentioned herein, the City of Montebello wishes to vacate and thereby terminate and reject the IOD.

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

SECTION 1. The City Council after consideration of the staff presentation, discussion, and staff report, hereby finds that the above recitals are true and correct and incorporate them herein by this reference as part of the findings.

SECTION 2. The City Council finds that the vacation and thereby termination and rejection of the IOD is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

SECTION 4. The City Council further finds that from all the evidence submitted, the property described in the IOD is not necessary for present or prospective needs because fee title to the property described in the IOD will be transferred to a qualified third party non-governmental, non-profit, public benefit organization, and is consistent with the General Plan.

SECTION 5. The City Council further finds that it is not in the best interest of the City to accept the IOD where a third party non-governmental, non-profit, public benefit organization will take title of the property described in the IOD.

SECTION 6. As a result of the facts and findings mentioned herein, the City hereby vacates and terminates the IOD having Instrument No. 20191405603 dated December 17, 2019 for habitat reserve open space in the Montebello Hills Project site pursuant to Section 8335 of Chapter 4, Part 3, of Division 9 of the California Streets and Highways Code and Government Code Section 7050.

SECTION 7. The City Council further authorizes the City Manager or designee to execute any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 8. From and after the date of recordation of this Resolution, the IOD is deemed rejected and no longer constitutes an Irrevocable Offer of Dedication that the City may accept.

SECTION 9. The City Clerk is hereby authorized and directed to record this Resolution declaring vacation of the subject reserve habitat open space in Exhibit A in the Office of the Los Angeles County Recorder.

RESOLUTION NO. 23-39

Page 3 of 5

APPROVED AND ADOPTED THIS ____TH DAY OF June 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-XX 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 22th day of February 2023 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: _____

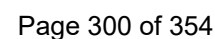
Christopher Jimenez, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION AND DEPICTION OF
IRREVOCABLE OF DEDICATION PROPERTY**

THOSE CERTAIN PORTIONS OF LAND, SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOTS 4, 10, 27, 33 THROUGH 36, 38, 39, 41, 49, 52, 54, 57, 58, 60, 62 AND 71 THROUGH 78 OF TRACT NO. 70420, FILED IN BOOK 1417, PAGES 58 THROUGH 86, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.





ITEM # 27

APPROVAL OF MINUTES: APRIL 5, 2023 SPECIAL COUNCIL MEETING; APRIL 10, 2023 CITY COUNCIL MEETING; APRIL 26, 2023 CITY COUNCIL MEETING

AMENDED AGENDA



CITY OF MONTEBELLO SPECIAL CITY COUNCIL MEETING AGENDA

MINUTES

WEDNESDAY, APRIL 5, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

**TELECONFERENCE LOCATION FOR MAYOR TORRES:
1102 MEADOWLARK CR.
GARDNERVILLE, NV 89460**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Pro Tem Peralta called the meeting to order at 6:03 p.m.

ROLL CALL

Members present were Councilmember Melendez, Councilmember Tamayo, Mayor Pro Tem Peralta, Mayor Torres and Councilmember Jimenez arrived during Closed Session.

City Treasurer Matanga was also present and City Clerk Jimenez was absent.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may **only** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). (This includes Closed and Regular Business items). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council 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 two (2) member(s) of the public wishing to address the City Council. Speaker(s) were provided three minutes to address the City Council and said speaker card(s) are on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Pro Tem Peralta recessed the meeting into Closed Session at 6:09 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 901 Via San Clemente, Montebello CA

Agency's Negotiator: René Bobadilla, City Manager, and Arlene Salazar, Assistant City Manager

Negotiating Party: Topgolf

Under Negotiation: Price and Terms

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Pro Tem Peralta reconvened the meeting at 6:46 p.m.

All five members were present to discuss the Closed Session item. 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.

INVOCATION

City Attorney Alvarez-Glasman led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

City Treasurer Matanga led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

REGULAR BUSINESS**2. FY 2023-2024 BUDGET PROCESS**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file.
2. Take such additional, related action that may be desirable.

Councilmember Tamayo asked clarifying questions related to the state audit and asked what factors are affecting the City's current status. Director Solorza provided clarification. Councilmember Tamayo also asked about the survey that was implemented and if it reflected the communities' priorities. Assistant City Manager Salazar provided clarification on what the survey would incorporate and the launch date.

Mayor Pro Tem Peralta recognized Assistant City Manager Salazar and Director Solorza for their efforts on the community budget survey. She inquired about the fee study and the timeline of when the changes would take effect. Director Solorza stated that the City was working with a third-party consultant to study the City's current fees. Mayor Pro Tem Peralta stated that she has received complaints from residents in regards to City trees. She asked if the City could create a budget or perhaps partner with other organizations for funding opportunities. Director Solorza stated that there was a plan to budget for a tree program in the upcoming budget. She further inquired about the reserve funds that are set aside for emergency situations. She asked if those funds could be allocated for other projects or if they agree locked in for emergency situations only. Director Solorza provided clarification. Lastly, Mayor Pro Tem Peralta asked about receiving community budget sessions throughout the City to give them an opportunity to provide feedback and also learn about the process. Assistant City Manager Salazar stated that this year they would gather community input through the survey, and if the Council decides that they would like to implement the community budget process, the Council could set aside a community engagement fund to accommodate those types of events.

Mayor Torres reiterated Mayor Pro Tem Peralta's comments in regards to the community survey. Furthermore, he inquired about minimum services and if Director Solorza could explain how the Department prioritizes. He also asked for a copy of the Department requests to better understand what they are requesting or if the Directors could provide a presentation for the Council and the Community to have a better understanding. He further inquired about the vacancies in the departments and if the departments anticipated when they would be filled. Director Solorza provided clarification. Mayor Torres asked if the budget included Chief Espinoza's request to fill the public safety needs; Director Solorza noted that it is a part of the supplemental budget. Mayor Torres stated that at the recent quarterly budget they saw proposed changes in terms of new positions and asked if staff could provide more details as to why they are being added or removed. He further inquired about opening City Hall to residents to allow them to speak with staff if they had any questions and also supporting City Clerk's Office to allow them to work. Torres also asked about general reserves and American Rescue Plan funds, Director Solorza provided clarification.

Councilmember Melendez motioned to receive and file this item, seconded by Mayor Pro Tem Peralta; motion passed unanimously by Councilmembers present. Councilmember Jimenez was absent during this time.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 10, 2023, at 6:00 p.m.** which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

Date and Posted: March 30, 2023, at 1:30 p.m.

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



Alicia Fernandez, Sr. Deputy City Clerk

Councilmember Tamayo motioned, seconded by Councilmember Peralta to adjourn the meeting at 8:10 p.m.

THE MINUTES OF APRIL 5, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 24TH DAY OF MAY 2023.

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

2

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Budget Process

MEETING DATE:

4/5/23

TIME RECEIVED:

5:59

SPEAKER'S FULL NAME:

Alexandra Briseno

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 2

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Budget

MEETING DATE: 4/5 **TIME RECEIVED:** 5:59

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

MONDAY, APRIL 10, 2023 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

None.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Significant exposure to litigation in one matter related to a claim presented by Infrastructure Engineering

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)

Title: City Manager

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Initiation of litigation in one case.

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Torres reconvened the meeting at 7:07 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 3 was not discussed; Item No. 1: City Council provided direction to the City Attorney but no action was taken and nothing to report; Item No. 2: Council discussed this matter and direction was provided to special counsel but no action was taken.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Sara Wong from Troup 33 led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

4. RECOGNITION OF CITY STAFF THAT RESPONDED TO THE TORNADO

Presented by Mayor Torres.

5. CITIZEN OF THE MONTH - MAYRA GUTIERREZ

Presented by Mayor Torres.

6. NATIONAL CHILD ABUSE PREVENTION

Presented by Mayor Torres.

7. NATIONAL VOLUNTEER MONTH

Presented by Mayor Torres.

8. AUTISM AWARENESS MONTH

Presented by Mayor Torres.

9. ARMENIAN HISTORY MONTH

Presented by Mayor Torres.

10. NATIONAL DONATE LIFE MONTH

Presented by Mayor Torres.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

The City Clerk's Office acknowledged seven (7) 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.

Mayor Torres requested that Assistant City Manager Salazar provide a status on the broadcast on channel 3.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director David Sosnowski provided the City Council with an update on the City's upcoming rebranded Farmer's Market and the Earth Day volunteer event.

PUBLIC HEARING

11. ADOPT RESOLUTION NO. 23-25 DESIGNATING A PREFERENTIAL PARKING DISTRICT ALONG TOLA STREET FROM MONTEBELLO BOULEVARD TO ITS WESTERLY TERMINUS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing regarding the designation of a Preferential Parking District and consider any testimony received during the hearing; and
2. Adopt Resolution No. 23-25 designating a Preferential Parking District (PPD) along Tola Street from Montebello Boulevard to its westerly terminus; and
3. Take such additional, related action that may be desirable.

Mayor Torres opened the Public Hearing at 7:52 p.m.

The City Clerk's Office acknowledged two (2) 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.

Mayor Torres closed the Public Hearing at 7:55 p.m.

Councilmember Tamayo suggested that, based on the comments, the Council proceed with approving the item. Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Mayor Torres expressed their support for this item. It was motioned by Councilmember Jimenez to approve this item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

OLD BUSINESS

12. RECEIVE AND FILE THE FISCAL YEAR 2021-22 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file the Fiscal Year 2021-22 Annual Comprehensive Financial Report (ACFR); and,
2. Take such additional, related action that may be desirable.

Director Michael Solorza provided a PowerPoint presentation to the City Council and provided them with an overview of the following: Annual Comprehensive Financial Report (ACFR) produced annually, the 3rd party auditor opinions, look back on prior year on what happened financially; Scope of Services; Auditor's Opinion; Funds (Buckets) Basis of Accounts; Fund Accounting - General vs. Restricted; Financial Overview; Reserves (Fund Balance); Reserve Policies in Practice; Financial Highlights; Cash Position; Monthly LAIF Balances for the General Account starting 2017 through 2022; Financial Highlights; Hotel Highlights; and was available to answer any questions.

The City Council commended Director Solorza for the presentation. Mayor Torres asked that his questions regarding the deficits, compensated absences, and long-term debt understanding, be circled back for discussion.

It was motioned by Councilmember Melendez to receive and file the report, seconded by Councilmember Jimenez; the motion was approved unanimously.

REGULAR BUSINESS**13. APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3777 BETWEEN THE CITY OF MONTEBELLO AND RANGWALA ASSOCIATES FOR THE COMPREHENSIVE GENERAL PLAN UPDATE AND BICYCLE MASTER PLAN****RECOMMENDATION: It is recommended that the City Council:**

1. Approve Amendment No. 2 to Professional Services Agreement No. 3777 between the City of Montebello and Rangwala Associates to provide consulting services related to the comprehensive General Plan Update and Bicycle Master Plan; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 2 to Professional Services Agreement between the City and Rangwala Associates for related ancillary services to prepare a comprehensive Bicycle Master Plan and related documents on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$260,000 in Account No. 100-50-590-6040.95 (General Fund, Community Development, Long Range Planning, Other Professional Services); and
4. Take such additional, related action that may be desirable.

There was no Staff Report to present, but Director Palombi was available to answer any questions.

Mayor Pro Tem Peralta motioned to approve this item, seconded by Councilmember Jimenez; the motion was approved unanimously.

14. APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3858 WITH ADVANCED AVANT-GARDE COMPANY FOR AS-NEEDED HOUSING CONSULTING SERVICES AND APPROVE ISSUING A REQUEST FOR PROPOSALS FOR FUTURE AS-NEEDED PROFESSIONAL SUPPORT SERVICES FOR THE ADMINISTRATION OF HOME/CDBG PROGRAMS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Amendment No. 1 to Professional Services Agreement No. 3858 between the City of Montebello and Advanced Avant-Garde Company ("Avant-Garde") to provide as-needed housing consulting services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 to Professional Services Agreement No. 3858 between the City and Avant-Garde to provide housing consulting services as needed; and
3. Approve issuing a Request for Proposals ("RFP") for as-needed professional support services for the administration of HOME/CDBG programs; and

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

The City Clerk's Office acknowledged one (1) speaker card submitted to the City Clerk's office. Said speaker card is on file at the City Clerk's office. The Assistant City Manager clarified that Avant-Garde was awarded their agreement via the Request for Proposals process.

There was no Staff Report to present, but Director Palombi was available to answer any questions.

Councilmember Melendez motioned to approve this item, seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Torres polled the Council on Consent Calendar items to be discussed; no items were pulled. Mayor Torres made a motion to approve the Consent Calendar and continue Item No. 16 to the next Regular City Council meeting. The motion was seconded by Mayor Pro Tem Peralta; the motion was approved unanimously.

15. APPROVAL OF COOPERATIVE AGREEMENT NO. 4093 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE OLYMPIC BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Cooperative Agreement No. 4093 with the Los Angeles County Department of Public Works (Attachment A) defining funding for the Olympic Boulevard Traffic Signal Synchronization Program (TSSP) Project; and
2. Approve Amendment No. 1 (Attachment B) to Agreement No. 2508 (Attachment C) with the Los Angeles County Department of Public Works redefining the streets included in the TSSP Project; and
3. Authorize the City Manager to execute the Agreements on behalf of the City; and
4. Amend the Fiscal Year 2022-23 budget by increasing appropriations in Fund 200 (Gas Tax) by \$161,400 (Account No. 200-99-6040.95, Gas Tax, Other Professional Services); and
5. Take such additional, related action that may be desirable.

Approved unanimously.

16. APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3855 WITH ULTIMATE MAINTENANCE SERVICES FOR INCREASED CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Services for Citywide Custodial Services increasing the scope of services and annual fee to an amount not-to-exceed \$560,000; and
2. Authorize the City Manager to execute the amendment on behalf of the city; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$146,000 in Account No. 100-30-510-6040.35 (General Fund, Public Works, Facilities Maintenance, Custodial Services), and \$54,000 in Account No. 600-90-900-6040.35 (Transit Fund, Administration, Custodial Services); and
4. Take such additional, related action that may be desirable.

Approved unanimously to be continued at the next regular scheduled City Council Meeting.

17. APPROVAL OF AGREEMENT NO. 4085 WITH BLACK AND WHITE EMERGENCY VEHICLES, LLC FOR VEHICLE UPFITTER SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4085 with Black and White Emergency Vehicles, LLC, (Black and White) (Agreement No. 4085); and
2. Take such additional, related action that may be desirable.

Approved unanimously.

18. APPROVAL OF AGREEMENT NO. 4086 WITH PRECISION MATERIAL MANAGEMENT, LLC FOR ASSET INVENTORY AND VALUATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4086 with Precision Material Management, LLC for Asset Inventory and Valuation Services; and
2. Take such additional, related action that may be desirable.

Approved unanimously.

19. APPROVAL OF BLANKET PURCHASE ORDERS WITH TYLER TECHNOLOGIES, INC. FOR THE ON-GOING USE OF SOFTWARE AND SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize software solutions and services by Tyler Technologies, Inc. (Tyler) in an amount not-to-exceed \$1,084,238 for the next three (3) years (Fiscal Years 2023-24 through 2025-26), and
2. Take such additional, related action that may be desirable.

Approved unanimously.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-24 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 10, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-24 approving the Warrant Register dated April 10, 2023.

Approved unanimously.

21. APPROVAL OF MINUTES: JANUARY 30, 2023 SPECIAL CITY COUNCIL MEETING AND FEBRUARY 2, 2023 SPECIAL CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Mayor Torres reported the State of the City event at the City of Commerce he attended.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **Scarlet Peralta, Mayor Pro Tem**

1. Findly exit and address the dangerous crosswalk to Bella Vista Elementary.

Mayor Pro Tem Peralta requested short-term solutions to resolve the Findly exit, while a redesign is considered as the long-term solution, including a traffic study. The Assistant City Manager stated staff connected with Caltrans to discuss this matter and recommended a Traffic Calming Study. Ms. Salazar invited Director James Enriquez to clarify the process of addressing this matter. Director Enriquez stated that they will work with Caltrans to find solutions to improve that exit and confirmed that any changes will require Caltrans coordination.

Mayor Pro Tem Peralta asked for consensus to direct staff to conduct a Traffic Calming Study; seconded by Councilmember Tamayo; consensus was unanimously received.

- **Angie M. Jimenez, Councilmember**
- **David N. Torres, Mayor**
 1. **Appointment of Victor Cuevas to the Planning Commission.**
 2. **Appointment of Sylvia Takeyama to the Parks and Recreation Commission.**
 3. **Request for council consensus to agendize art in public places.**
 4. **Request for council consensus to arrange official naming ceremonies for Marge Villa Field, Bill Walters Cabin.**
 5. **Request for council consensus to establish a Young Men's and Young Women's conference for 2023.**

Mayor Torres announced his appointments to the Planning and Parks and Recreation Commissions. For Item No. 3, Mayor Torres asked for consensus. Assistant City Manager, Arlene Salazar, suggested it would be most appropriate to be agendized at the special meeting to be held sometime in May. Mayor Torres concurred with Ms. Salazar and motioned to receive consensus, Mayor Pro Tem Peralta seconded; consensus was received. For item No. 4, Mayor Torres motioned to receive consensus, seconded by Councilmember Melendez; consensus was received. For Item No. 5, Mayor Torres motioned to receive consensus to bring in resources for a Young Men and Women's Conference. Councilmember Jimenez suggested that the conference be as inclusive as possible of the LGBT, Trans and non-conforming community and seconded Mayor Torres' motion; consensus was received.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 26, 2023 at 6:00 p.m.** which can be live streamed at <https://www.montebellocal.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 **Friday, April 7, 2023 no later than 6:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, to adjourn the meeting at 8:36 p.m.

THE MINUTES OF APRIL 10, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 24TH DAY OF MAY 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted City Council Agenda**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General topic Public Comment

MEETING DATE: 4/10/23 **TIME RECEIVED:** 5:55

SPEAKER'S FULL NAME: Margot Elser **PHONE:** _____

(Optional)

ADDRESS: Via La Delano

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** FINDLAY / VIA CAMPO

MEETING DATE: 5:57 PM **TIME RECEIVED:** 4/10/23

SPEAKER'S FULL NAME: DAVID SANCHEZ **PHONE:** _____ (Optional)

ADDRESS: 815 PERRY AVE (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10 **TIME RECEIVED:** 6:03

SPEAKER'S FULL NAME: Edward France **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.:** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** FINDLAY AVE / VIA CAMPO INTER SECTION

MEETING DATE: 4/10/23 **TIME RECEIVED:** 6:16

SPEAKER'S FULL NAME: MARLENE RAMIREZ **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: BELLA VISTA ELEMENTARY PTA

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

5



CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Findlay Ave / Via Campo

MEETING DATE: 4/10/23 **TIME RECEIVED:** 6:17

SPEAKER'S FULL NAME: Aurelia Ramirez **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Bella Vista Elementary
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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:

04/10/2023

Time Received:

6:45

Date Received:

4/10/23

SPEAKER'S FULL NAME:

Rosa Tamayo

PHONE:

323-724-6099
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff CS

Received Via: Email ☐

Phone ☐

In Person ☒

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10 **TIME RECEIVED:** 7:02 General

SPEAKER'S FULL NAME: Renee Hillis **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 11

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Public Hearing No 23-25

MEETING DATE: 4/10/2023

TIME RECEIVED: 5:52

SPEAKER'S FULL NAME: Jesse Garcia

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 11

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4-10-23 **TIME RECEIVED:** 6:01

SPEAKER'S FULL NAME: Edgardo Medina **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 14

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/10

TIME RECEIVED: 7:02

SPEAKER'S FULL NAME: Andre Dillas

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, APRIL 26, 2023 AT 6:00 PM

**TELECONFERENCE
LOCATION FOR MELENDEZ:
WESTIN NEW YORK GRANT
CENTRAL
212 EAST 42ND STREET,
NEW YORK, NY 10017**

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY
BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:03 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez was not present during roll call, Councilmember Melendez, Councilmember Tamayo, and City Clerk Jimenez. Treasurer Matanga was not present.

City Attorney Noel Tapia, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Alicia Fernandez, Deputy City Clerk Kimberly Guillen, and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. 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 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 and City Council.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker cards is on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:12 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Armando Flores vs. City of Montebello

Los Angeles Superior Court Case No. 20STCV11854

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code Section 54957(b)(1)

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957(b)(1)

Title: City Manager

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Initiation of litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:00 p.m.

All five members were present to discuss all Closed Session items. City Attorney Tapia provided the following report to City Council: a briefing was provided on Item No. 1, staff made a presentation, Council provided direction; no action taken and nothing to report. Item No. 3. staff made a presentation, Council provided direction; no action taken and nothing to report. Item No. 4; City Council moved forward with this item with set terms by a unanimous vote. Item No. 2, special counsel made the following report, no reportable action but will report back at the next scheduled meeting.

INVOCATION

City Clerk Jimenez led the City Council in the Invocation.

PLEDGE OF ALLEGIANCE

Councilmember Tamayo led the City Council in the Pledge of Allegiance.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS**5. RECOGNITION OF THE MONTEBELLO INDIANS CHEER TEAM**

Presented by Mayor Torres.

Mayor Torres made a statement regarding National Denim Day and wore denim to stand in solidarity with victims of sexual

abuse by wearing denim. Mayor Pro Peralta also provided a brief statement and background. Councilmember Jimenez made a statement in support, Councilmember Melendez echoed his colleagues' statements, and Councilmember Tamayo also made a statement in support.

6. HOMELESS COUNT 2022 REPORT

Matt Bates from City Net provided a presentation to the City Council related to the 2022 City's homeless count. The presentation included; organization overview; experienced Census Provider; Census overview goals. It was noted that the data was collected in partnership with MCAP. The presentation also included an overview of the 2022 unsheltered Census results for the City of Montebello and additional unsheltered areas which covered the following: composite; age/gender breakdown; duration of homelessness; city where respondent usually sleeps; last permanent address; ties to Montebello; community ties summary; desired resources; and additional MCAP services areas. Mr. Bates was available to answer any questions.

The City Council commended the MCAP staff and Mr. Bates for their efforts and asked clarifying questions that Mr. Bates along with Deputy Director Angelica Palmeros were able to answer. Councilmember Jimenez suggested that the presentation be available on the City's website.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

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 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 and City Council.

The City Clerk's Office acknowledged seven (7) speakers 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.

Mayor Torres requested that staff reach out to Ms. Tamayo.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

7. **ADOPT RESOLUTION NO. 23-26 APPROVING THE DRAFT FISCAL YEAR 2023-24 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN AND THE FY 2023-24 RECREATION YOUTH SCHOLARSHIP PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 23-26 approving the draft Fiscal Year 2023-24 Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Annual Action Plan and the FY 2023-24 Recreation Youth Scholarship Program; and
2. Take such additional, related action that may be desirable.

Rosemary Perich, Housing Manager, was available to answer any questions.

Mayor Torres opened the Public Hearing at 8:25 p.m. There were no comments made by the public and Mayor closed the Public Hearing at 8:25 p.m.

Mayor Pro Tem Peralta motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously. Councilmember Jimenez was not present for this vote.

REGULAR BUSINESS

8. **ADOPT RESOLUTION NO. 23-28 APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-28 approving a tentatively agreed to comprehensive Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Management Association (MPMA); and
2. Take such additional, related action that may be desirable.

Mayor Torres asked that this item be continued to the next meeting. Mayor Pro Tem Peratla motioned to table this item, seconded by Councilmember Tamayo; the motion was approved unanimously. Councilmember Jimenez was not present for this vote.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, 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.

Mayor Torres polled the Council on Consent Calendar items to be discussed; Mayor Pro Tem Peralta pulled Item No's. 11, 13, Councilmember Melendez pulled Item No. 11, and Mayor Torres pulled Item No. 9, and 11. Mayor Pro Tem Peralta motioned, seconded by Councilmember Tamayo, that Item No's. 10,12,14,15, be approved; the motion passed unanimously. Councilmember Jimenez was not present for this vote.

9. **APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT NO. 3855 WITH ULTIMATE MAINTENANCE SERVICES FOR INCREASED CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3855 with Ultimate Maintenance Services for Citywide Custodial Services increasing the scope of services and annual fee to an amount not-to-exceed \$560,000; and
2. Authorize the City Manager to execute the amendment on behalf of the city; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$146,000 in Account No. 100-30-510-6040.35 (General Fund, Public Works, Facilities Maintenance, Custodial Services), and \$54,000 in Account No. 600-90-900-6040.35 (Transit Fund, Administration, Custodial Services); and
4. Take such additional, related action that may be desirable.

Mayor Torres pulled this item and asked for clarification on the increase in service, and how the department is appropriately tracking these new services. He further asked if this item should go out to RFP.

Director James Enriquez clarified that staff has been tracking what has been spent in terms of increased usage. Originally, the RFP for this item was published in January 2021, during COVID, and recently has had more usage. Director Enriquez further clarified that the contract is for three years with two optional 1-year extensions and would not expire until January 2024. He suggested that the contract finish and then an RFP be issued. Mayor Torres requested, in addition to the approval of this item as stated in the recommendations, a break down of what these anticipated services would cost.

Mayor Pro Tem Peralta motioned to approve the item as is, seconded by Councilmember Tamayo; the motion was approved unanimously by the members present. Councilmember Jimenez was not present during voting.

10. APPROVAL OF COOPERATIVE AGREEMENT NO. 4099 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR BEVERLY BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve funding Agreement No. 4099 (Attachment A) with the Los Angeles County Department of Public Works (Attachment A) for the Beverly Boulevard Traffic Signal Synchronization Program (TSSP) Project; and
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by allocating unprogrammed funds in Fund 215 (Proposition C) by increasing appropriations by \$575,000 (Account No. 215-99-7116, Proposition C, Improvements Other than Building); and
4. Take such additional, related action that may be desirable.

Approved unanimously.

11. APPROVAL OF ENGAGEMENT LETTER, TASK ORDER NO. 7, FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES BY MARK THOMAS & COMPANY, INC. - PROPOSED MONTEBELLO DOG PARK

RECOMMENDATION: It is recommended that the City Council:

1. Award Task Order No. 7 via an Engagement Letter under Master Retainer Agreement No. 3999 with Mark Thomas & Company, Inc. for Landscape Architectural Design Services for a not-to-exceed-fee of \$37,966 for the design development of a conceptual design of a proposed dog park; and
2. Authorize the City Manager to execute the Agreement, on behalf of the City; and
3. Amend the Fiscal Year 2022-23 budget by increasing appropriations by \$37,966 from General Fund Reserves in Account No. 100-30-330-6040.96 (General Fund, Public Works, Engineer, Other Contract Services - Engineering Design Service); and
4. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one (1) speaker card submitted to the City's public comment email address. Said speaker card is on file at the City Clerk's office.

Mayor Torres, Mayor Pro Tem Peralta, and Councilmember Melendez pulled this item for discussion. Mayor Pro Tem Peralta wanted to confirm with the Assistant City Manager, Arlene Salazar, that adequate community input would be received and asked whether it would be received before or after. Director Enriquez clarified that it could be done at either time, but he suggested a community meeting to receive input once they have a concept. Mayor Pro Tem Peralta suggested the dog park be away from the Armenian Monument.

Councilmember Melendez asked how this dog park would impact the Park Master Plan and whether it was the best location accessible to the community; he suggested perhaps Henry Acuna Park would be more feasible.

Mayor Torres stated that it would be appropriate to have a robust community outreach program once the concept has been brought forward.

Mayor Pro Tem Peralta motioned to approve the item as is with component that community outreach would be done prior to the rendition to then guide the execution of the different sites that were identified, seconded by Councilmember Tamayo; the motion was approved by the following vote.

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 4-1-0-0
AYES: Tamayo, Peralta, Melendez, Torres		
NOES: Jimenez		
ABSTAIN: None		
ABSENT: None		

12. APPROVAL OF AGREEMENT NO. 4100 WITH STAR DUST TOURS AND AGREEMENT NO. 4101 WITH H&L CHARTER COMPANY, INC. FOR CHARTER BUS SERVICES (RFP NO. 23-7)

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4100 to Star-Dust Tours in a total not-to-exceed annual amount of Ninety Thousand Dollars (\$90,000) for Charter Bus Services; and
2. Award Professional Services Agreement No. 4101 to H&L Charter Company, Inc. in a total not-to-exceed annual amount of Thirty Thousand Dollars (\$30,000) for Charter Bus Services; and
3. Authorize the City Manager to take actions necessary to execute and finalize the agreements on behalf of the City of Montebello; and
4. Take such additional, related action that may be desirable.

Approved unanimously.

13. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-12) FOR AN ADAPTIVE PROGRAMMING EXPANSION AND ACCESSIBILITY ASSESSMENT

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to schedule and host an Abilities Fair in March of 2024; and
2. Authorize staff to issue a Request for Proposals ("RFP") for an Accessibility Assessment for the Recreation and Community Services Department; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Peralta pulled this item to state her support and motioned to approve the item, seconded by Councilmember Tamayo; the motion was approved unanimously.

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-27 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 26, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-27 approving the Warrant Register dated April 26, 2023

Approved unanimously.

15. APPROVAL OF MINUTES: FEBRUARY 8, 2023 SPECIAL CITY COUNCIL MEETING; FEBRUARY 8, 2023 CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING; FEBRUARY 13, 2023 ADJOURNED SPECIAL COUNCIL MEETING; FEBRUARY 13 2023 ADJOURNED CITY COUNCIL AND PUBLIC FINANCING AUTHORITY JOINT MEETING; FEBRUARY 22, 2023 CITY COUNCIL AND SUCCESSOR AGENCY JOINT MEETING; MARCH 8, 2023 CITY COUNCIL MEETING; AND MARCH 22, 2023 CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as written.

Approved unanimously.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

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

Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo reported on the California League of Cities conference that they attended.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- Georgina Tamayo, Councilmember

- Angie M. Jimenez, Councilmember
 1. Reinstatement of Cannabis Ad Hoc.
 2. Stride for Pride 5K.

Councilmember Jimenez asked to confirm the date set for Stride for Pride and Director Sosnowski confirmed that the date is set for June 24, 2023. In addition, she suggested reinstating the Cannabis Ad Hoc. Mayor Pro Tem Peralta stated that cannabis issues are extremely sensitive and suggested a special meeting to further discuss this topic. Councilmember Melendez stated that he also received many calls and supports Councilmember Jimenez' suggestion. Mayor Torres expressed his opposition to reinstating an Ad Hoc to address cannabis-related issues and offered another suggestion, to include a special meeting. No further discussion or decisions were made.

- David N. Torres, Mayor

- Scarlet Peralta, Mayor Pro Tem

- Salvador Melendez, Councilmember

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 10, 2023 at 6:00 p.m.**, which can be live streamed at <https://www.montebellocal.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, April 23, 2023, no later than 6:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

Councilmember Tamayo motioned, seconded by Mayor Pro Tem Peralta to adjourn the meeting at 9:03 p.m.

THE MINUTES OF APRIL 26, 2023 ARE HEREBY APPROVED AND ADOPTED ON THIS 24TH DAY OF MAY 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Police

MEETING DATE: 4/26/23 **TIME RECEIVED:** 5:32

SPEAKER'S FULL NAME: Roger Jimenez **PHONE:** (323) 683563

ADDRESS: 1133 Beach St 1

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/26/23 **TIME RECEIVED:** 5:49pm

SPEAKER'S FULL NAME: A Sister Amy Bayley **PHONE:** 415-652-0271
(Optional)

ADDRESS: 141 North Ellsworth, San Mateo, CA 94401
(Optional)

ORGANIZATION REPRESENTED: Mercy Housing

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 04-26-2023

TIME RECEIVED: 5:55

SPEAKER'S FULL NAME: ROSA TAMAYO

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☒ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 4-26-23 **TIME RECEIVED:** 5:58

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: April 26 2023 **TIME RECEIVED:** 6:20 pm

SPEAKER'S FULL NAME: MARGOT EISER **PHONE:** _____
(Optional)

ADDRESS: Via San Delano District 2
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 4/26/23

TIME RECEIVED: 6:53

SPEAKER'S FULL NAME: Tila Gregorian

PHONE: _____

(Optional)

ADDRESS: on file

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: English

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 4/26 **TIME RECEIVED:** 6:54

SPEAKER'S FULL NAME: MATCH 90640 **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

4/26

TIME RECEIVED:

6:55

SPEAKER'S FULL NAME:

José de la Cruz

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Item #3

MEETING DATE: 4-26-23 **TIME RECEIVED:** 5:58

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

Rodarte, Alejandro

From: William Cervera <wcervera82@gmail.com>
Sent: Wednesday, April 26, 2023 2:20 PM
To: Comment, ccpublic
Subject: [External Email] Agenda item 3

Good evening everyone,

Today, I would like to address agenda item number three, which is the current absence of a city manager. While some sources suggest that the absence is due to personal leave or a medical surgery, it is important to remember that the city manager is responsible for running the city and answering to the council, who in turn answer to the residents.

Under the guidance of the city manager, we have seen a lack of oversight, resulting in a decrease in the number of police officers and firefighters. In fact, we went from being ranked 10th at risk to 5th at risk. Meanwhile, the city manager is currently making roughly \$25,000 a month, which is over \$300,000 a year, not including benefits. This alone calls for more oversight on the city manager and directors.

Moreover, why is the city hiring an assistant fire chief and assistant police chief, especially after the council has already voted to freeze those two positions? This seems like a clear act of insubordination. How are we able to have these new hires, and does the assistant city manager have that in her contract? It is also concerning that the city is erasing history and removing contracts from public record.

Hiring additional supervisors when we are already at an all-time low of employees does not make sense. The chiefs already make over \$20,000 a month, and we need to consider the financial ramifications that residents will have to bear. It appears that there have been some bad business decisions made, and we need to hold those responsible accountable. And yes, there is an option to fire him despite what some of the residence that are cheerleading for him say more residents want him to be removed from his position.

Thank you for your time.

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



ITEM # 28

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-37 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MAY 24, 2023**

RESOLUTION NO. 23-37
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.1552, consisting of 7 pages, and including:

Warrant No.

General: Check No. 599774 through 599905
ACH No. 4129 through 4198

Successor Agency: Check No. 1503

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 24th day of May 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-37

Page 2 of 2

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. 23-37 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 24th day of May 2023 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. 1552
From Payment Date 04/28/23 - To Payment Date 05/11/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
4129	05/04/2023	\$1,663.80	TRAINING	3163	BANK OF AMERICA
4130	05/04/2023	\$3,072.68	CONTRACT SERVICES	3163	BANK OF AMERICA
4131	05/04/2023	\$101.88	SUPPLIES	3163	BANK OF AMERICA
4132	05/04/2023	\$2,343.61	SUPPLIES	3163	BANK OF AMERICA
4133	05/04/2023	\$320.89	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4134	05/04/2023	\$312.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4135	05/04/2023	\$1,723.76	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4136	05/04/2023	\$594.20	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4137	05/04/2023	\$1,032.08	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4138	05/04/2023	\$1,250.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
4139	05/04/2023	\$2,250.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
4140	05/04/2023	\$83,642.19	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
4141	05/04/2023	\$82.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
4142	05/04/2023	\$506.60	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
4143	05/04/2023	\$12,084.65	DUES & SUBSCRIPTIONS	2586	AMAZON CAPITAL SERVICES INC
4144	05/04/2023	\$330.75	SUPPLIES	62880	AMERICAN MARKER
4145	05/04/2023	\$65,886.96	PREPAID EXPENSES	3016	ANTARES GOLF LLC
4146	05/04/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
4147	05/04/2023	\$360,937.60	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
4148	05/04/2023	\$165.38	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
4149	05/04/2023	\$760.55	CONTRACT SERVICES	2102	JOHN P BEROKOFF
4150	05/04/2023	\$100.00	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
4151	05/04/2023	\$394.92	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
4152	05/04/2023	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
4153	05/04/2023	\$11,177.94	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
4154	05/04/2023	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
4155	05/04/2023	\$4,585.28	CONTRACT SERVICES	2624	CRAFCO INC
4156	05/04/2023	\$27,515.96	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
4157	05/04/2023	\$115,920.41	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL



City of Montebello
Register of Demands No. 1552
From Payment Date 04/28/23 - To Payment Date 05/11/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4158	05/04/2023	\$2,945.71	SUPPLIES	26670	LIFE-ASSIST INC
4159	05/04/2023	\$347.60	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
4160	05/04/2023	\$412,750.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
4161	05/04/2023	\$3,160.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4162	05/04/2023	\$11,940.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
4163	05/04/2023	\$80,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
4164	05/04/2023	\$12,046.96	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
4165	05/04/2023	\$552.01	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
4166	05/04/2023	\$1,082.94	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4167	05/04/2023	\$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4168	05/04/2023	\$215.68	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
4169	05/04/2023	\$446.18	SUPPLIES	3066	V & V MANUFACTURING INC
4170	05/04/2023	\$3,486.24	SUPPLIES	3088	WAXIES ENTERPRISES LLC
4171	05/04/2023	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
4172	05/11/2023	\$1,922.20	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
4173	05/11/2023	\$2,437,500.00	BUILDING IMPROVEMENTS	3981	ALLIANCE BUILDING SOLUTIONS, INC.
4174	05/11/2023	\$375.57	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4175	05/11/2023	\$1,236,931.35	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
4176	05/11/2023	\$1,849.33	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
4177	05/11/2023	\$50.72	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
4178	05/11/2023	\$19,145.08	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
4179	05/11/2023	\$540.86	TRAVEL & MEETINGS	2636	RENE BOBADILLA
4180	05/11/2023	\$2,915.10	SUPPLIES	2455	THE ILLINI COMPANIES INC
4181	05/11/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
4182	05/11/2023	\$1,002.87	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
4183	05/11/2023	\$560.00	EDUCATION REIMBURSEMENT	57340	DARIN GOLTARA
4184	05/11/2023	\$1,093.91	SALES TAX LIABILITY	22560	H & H AUTO PARTS WHOLESALE
4185	05/11/2023	\$3,256.16	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
4186	05/11/2023	\$15,058.18	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
4187	05/11/2023	\$4,493.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
4188	05/11/2023	\$8,392.96	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP



City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4189	05/11/2023	\$150.00	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
4190	05/11/2023	\$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
4191	05/11/2023	\$750.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
4192	05/11/2023	\$3,341.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
4193	05/11/2023	\$42,498.62	FUEL INVENTORY	1059	AMBER RESOURCES LLC
4194	05/11/2023	\$49,533.31	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
4195	05/11/2023	\$390.11	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4196	05/11/2023	\$739.72	SUPPLIES	3088	WAXIES ENTERPRISES LLC
4197	05/11/2023	\$130.95	CONTRACT SERVICES	3140	WEX HEALTH INC
4198	05/11/2023	\$1,608.55	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
ACH TOTAL		\$5,128,091.54			
599774	05/04/2023	\$12,961.39	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
599775	05/04/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
599776	05/04/2023	\$4,166.67	CONTRACT SERVICES	3557	ADVOCATE INC
599777	05/04/2023	\$1,000.00	CONTRACT SERVICES	17010	ARROYO BACKGROUND INVESTIGATIONS LLC
599778	05/04/2023	\$550.63	UTILITY SERVICES	39550	AT&T
599779	05/04/2023	\$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
599780	05/04/2023	\$20,638.00	CONTRACT SERVICES	3953	BANNER BANK
599781	05/04/2023	\$150.00	CONTRACT SERVICES	3561	CALI TRANSLATIONS LLC
599782	05/04/2023	\$260.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
599783	05/04/2023	\$892.16	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599784	05/04/2023	\$765.70	CONTRACT SERVICES	40850	MARIA E CASAS
599785	05/04/2023	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
599786	05/04/2023	\$1,725.00	DUES & SUBSCRIPTIONS	24490	COPWARE INC
599787	05/04/2023	\$1,583.87	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
599788	05/04/2023	\$62.84	SUPPLIES	40930	EASTMONT PAINT & DECORATING
599789	05/04/2023	\$2,034.00	SUPPLIES	3837	EASYBADGES LLC
599790	05/04/2023	\$37.17	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
599791	05/04/2023	\$436.87	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
599792	05/04/2023	\$2,132.98	SUPPLIES	55650	GALLS LLC



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599793	05/04/2023	\$3,515.54	CONTRACT SERVICES	4036	HARBINGER HORIZON
599794	05/04/2023	\$2,153.60	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
599795	05/04/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
599796	05/04/2023	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
599797	05/04/2023	\$4,600.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
599798	05/04/2023	\$523.26	TRAVEL & MEETINGS	2317	ANGIE JIMENEZ
599799	05/04/2023	\$101,588.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
599800	05/04/2023	\$75.00	CONTRACT SERVICES	3507	MARK KIM
599801	05/04/2023	\$7,779.00	CONTRACT SERVICES	3716	KOA CORPORATION
599802	05/04/2023	\$31,860.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
599803	05/04/2023	\$500.00	CONTRACT SERVICES	3200	LEASE SERVICING CENTER INC
599804	05/04/2023	\$6,840.55	SUPPLIES	14950	LINCOLN EQUIPMENT INC
599805	05/04/2023	\$7,075.68	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
599806	05/04/2023	\$393.49	BUILDING IMPROVEMENTS	3489	MARK THOMAS & COMPANY INC
599807	05/04/2023	\$185.94	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
599808	05/04/2023	\$1,068.88	CONTRACT SERVICES	934	MISSION COMMUNICATIONS LLC
599809	05/04/2023	\$6,152.78	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
599810	05/04/2023	\$795.51	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
599811	05/04/2023	\$250.00	GENERAL GOVERNMENT	4055	KEITH MONTOYA
599812	05/04/2023	\$759.43	DUES & SUBSCRIPTIONS	2491	MOTION PICTURE LICENSING CORPORATION
599813	05/04/2023	\$13,698.19	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
599814	05/04/2023	\$1,200.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
599815	05/04/2023	\$3,621.15	SUPPLIES	4025	NICHOLS LUMBER & HARDWARE CO
599816	05/04/2023	\$1,119.10	CONTRACT SERVICES	41180	MANUEL NUNEZ
599817	05/04/2023	\$785.35	SUPPLIES	15620	OFFICE DEPOT INC
599818	05/04/2023	\$948.37	CONTRACT SERVICES	3526	PATH
599819	05/04/2023	\$33.08	UNIFORM EXPENSE	832	FERNANDO PELAEZ
599820	05/04/2023	\$250.00	GENERAL GOVERNMENT	4054	SOLEDAD PEREZ
599821	05/04/2023	\$46.85	UTILITY SERVICES	100	PICO WATER DISTRICT
599822	05/04/2023	\$6,770.82	CONTRACT SERVICES	3279	PROCURE AMERICA INC
599823	05/04/2023	\$246.24	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY



City of Montebello
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From Payment Date 04/28/23 - To Payment Date 05/11/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599824	05/04/2023	\$880.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
599825	05/04/2023	\$50.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
599826	05/04/2023	\$2,179.88	SUPPLIES	2002	SAM BROWN SHIELD INC
599827	05/04/2023	\$6,115.01	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
599828	05/04/2023	\$83,962.32	LEASE PAYMENT	2846	SANTANDER BANK, NA
599829	05/04/2023	\$924.34	SUPPLIES	2522	SIGTRONICS CORPORATION
599830	05/04/2023	\$118,010.05	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599831	05/04/2023	\$7,274.38	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599832	05/04/2023	\$100.00	DUES & SUBSCRIPTIONS	4430	SPRINT
599833	05/04/2023	\$1,214.42	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
599834	05/04/2023	\$184.00	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
599835	05/04/2023	\$0.00	VOID - REISSUE	526	T-MOBILE USA INC
599836	05/04/2023	\$2,826.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
599837	05/04/2023	\$79,743.30	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
599838	05/04/2023	\$27,009.74	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
599839	05/04/2023	\$3,514.47	CONTRACT SERVICES	20070	UC REGENTS
599840	05/04/2023	\$13,618.62	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
599841	05/04/2023	\$7,233.75	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
599842	05/04/2023	\$52.68	UTILITY SERVICES	23610	VERIZON WIRELESS
599843	05/04/2023	\$6,178.42	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
599844	05/04/2023	\$6,278.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
599845	05/04/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
599846	05/04/2023	\$761.60	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
599847	05/04/2023	\$18,848.90	CONTRACT SERVICES	3731	YUNEX LLC
599848	05/04/2023	\$473.50	CONTRACT SERVICES	2905	ZUTRA WATER
599849	05/04/2023	\$11,822.61	UTILITY SERVICES	526	T-MOBILE USA INC
599850	05/04/2023	\$50.00	DUES & SUBSCRIPTIONS	526	T-MOBILE USA INC
599851	05/11/2023	\$405.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
599852	05/11/2023	\$59.92	UTILITY SERVICES	1732	AT&T CORP
599853	05/11/2023	\$115.55	UTILITY SERVICES	39550	AT&T
599854	05/11/2023	\$4.41	UTILITY SERVICES	39550	AT&T



City of Montebello
Register of Demands No. 1552
From Payment Date 04/28/23 - To Payment Date 05/11/2023

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599855	05/11/2023	\$1,275.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
599856	05/11/2023	\$7,504.63	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
599857	05/11/2023	\$996.55	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
599858	05/11/2023	\$1,887.63	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
599859	05/11/2023	\$58.29	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
599860	05/11/2023	\$415.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
599861	05/11/2023	\$494.81	CONTRACTORS	4063	YARDEN EREZ
599862	05/11/2023	\$474.91	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
599863	05/11/2023	\$1,376.51	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
599864	05/11/2023	\$1,007.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
599865	05/11/2023	\$1,050.00	CONTRACT SERVICES	4016	GEIGER & ASSOCIATES, MARRIAGE & FAMILY THERAPY, INC
599866	05/11/2023	\$702.42	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
599867	05/11/2023	\$105.84	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
599868	05/11/2023	\$3,514.37	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
599869	05/11/2023	\$409.09	VEHICLE MAINTENANCE/EXPENSES	3978	ISLAS TIRES INC.
599870	05/11/2023	\$1,300.00	CONTRACT SERVICES	3916	NAJEEB KHOURY
599871	05/11/2023	\$18,060.00	PREPAID EXPENSES	3409	LOCALITY MEDIA INC
599872	05/11/2023	\$344.45	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
599873	05/11/2023	\$325.52	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
599874	05/11/2023	\$172.75	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
599875	05/11/2023	\$450.00	CONTRACT SERVICES	4056	MOBAR COFFEE CO.
599876	05/11/2023	\$550.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY CLUB
599877	05/11/2023	\$5,994.89	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC
599878	05/11/2023	\$3,150.00	CONTRACT SERVICES	3942	NATIONAL GOLF FOUNDATION CONSULTING, INC.
599879	05/11/2023	\$2,152.34	SUPPLIES	15620	OFFICE DEPOT INC
599880	05/11/2023	\$59.04	CONTRACTORS	4062	ROCIO PACHECO
599881	05/11/2023	\$28,000.00	CONTRACT SERVICES	3748	PLACER LABS, INC.
599882	05/11/2023	\$291.36	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
599883	05/11/2023	\$880.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
599884	05/11/2023	\$1,500.00	EDUCATION REIMBURSEMENT	3181	OSCAR REYES
599885	05/11/2023	\$400.00	EDUCATION REIMBURSEMENT	4064	AUSTIN RUCKER



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
599886	05/11/2023	\$2,011.62	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
599887	05/11/2023	\$0.00	VOID - REISSUE	3632	JAIME J SAENZ
599888	05/11/2023	\$259.53	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
599889	05/11/2023	\$4,989.22	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
599890	05/11/2023	\$34,205.49	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
599891	05/11/2023	\$34,545.98	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
599892	05/11/2023	\$77.28	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
599893	05/11/2023	\$737.31	CONTRACT SERVICES	13580	TENNANT SALES AND SERVICE CO
599894	05/11/2023	\$4,199.85	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
599895	05/11/2023	\$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
599896	05/11/2023	\$561.22	SALES TAX LIABILITY	3110	TOMAS ALVARADO
599897	05/11/2023	\$27,993.33	CONTRACT SERVICES	2699	KIM TUNRER
599898	05/11/2023	\$2,800.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
599899	05/11/2023	\$2,682.71	SUPPLIES	45120	ULINE INC
599900	05/11/2023	\$7,069.36	UTILITY SERVICES	23610	VERIZON WIRELESS
599901	05/11/2023	\$3,462.93	SUPPLIES	9470	W W GRAINGER INC
599902	05/11/2023	\$2,809.95	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
599903	05/11/2023	\$95.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
599904	05/11/2023	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
599905	05/11/2023	\$400.00	CONTRACT SERVICES	3632	JAIME J SAENZ
CHECK TOTAL		\$882,397.05			
Successor Agency (SA)					
1503	05/04/2023	\$2,255.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
SA TOTAL		\$2,255.00			
GRAND TOTAL		\$6,012,743.59			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - June

JUNE 14TH

Item #	Description	Session	Department	Presenter
	Citizen of the Month	Presentation	Public Affairs	Michael C.
	LGBTQIA+ Pride Month	Presentation	Public Affairs	Michael C.
	Juneteenth- Freedom Day	Presentation	Public Affairs	Michael C.
	Fire Recognition of SIR 4/13/23 Incident	Presentation	Fire	Chief Pelaez/Angelica Palmeros
	National Golf Foundation Presentation	Presentation	Parks & Rec	David S.
	FY 2023-24 Budget Adoption	Regular Business	Finance	Michael S.
	POA Labor Agreement	Regular Business	HR	Nick R.
	Amendment No. 1 to Agr No. 3767 - Hazelrigg	Consent	Human Resources	Nick R.
	Emergency Storm Repairs at Various Locations – City Manager’s Final Report	Consent	Public Works	James E.
	Issue an RFP for Golf Course Management	Consent	Parks & Rec	David S.
	Annual Reporting of Military Use Equipment	Consent	Police	Chief Espinosa
	Award an Agreement for CAD/AVL system	Consent	Transit	Adrianna K.
	Issue an RFP No. 23-11 for Exterior Bus Graphic Decal Replacement and Repainting Services	Consent	Transit	Adrianna K.
	Issue RFQ No. 23-1 for Scrubber and Sweeper Replacement	Consent	Transit	Adrianna K.
	Issue an RFP for a Medical Director - Emergency Medical Services Program	Consent	Fire	Chief Pelaez/Angelica Palmeros
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.