



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, AUGUST 9, 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

ACTING 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

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

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.montebellocal.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:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

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 54956.9(d)(1)
Concerned Residents v. City of Montebello, et al.
Los Angeles Superior Court Case No. 23STCP00290
2. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Arlene Salazar, Nicholas Razo
Employee Groups: MFMA and MFA

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **NATIONAL WELLNESS MONTH**
4. **MONTEBELLO-ASHIYA SISTER ASSOCIATION PRESENTATION BY EMMA DELGADO**
- Presenting Ashiya Student Ambassadors Aira Hanashima and Takumi Tsubota

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

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.

5. TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2023 (Fourth Quarter).

6. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2464 AMENDING THE ZONING DESIGNATION (CASE NO. "PC-2022-0003-ZC-SPR-TPM") FOR THE PROPERTIES LOCATED AT 608, 612, and 616 HART PLACE TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2464 approving Zone Change (ZC) Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation for the properties located at 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to allow the development of sixteen (16) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. FIND and DETERMINE the ZC, Development Agreement, and Density Bonus Agreement to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement; and
3. Take such additional, related action that may be desirable.

7. APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) WITH THE UPPER LOS ANGELES RIVER (ULAR) WATERSHED MANAGEMENT GROUP

RECOMMENDATION: It is recommended that the City Council:

1. Approve the MOA with the Upper Los Angeles River (ULAR) Watershed Group for Fiscal Years 2023-24 through 2025-26 (Attachment A); and
2. Amend the Fiscal Year 2023-24 budget increasing appropriations by \$27,721 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts); and
3. Take such additional, related action that may be desirable.

8. APPROVE AGREEMENT NO. 4123 WITH JOHNSON CONTROLS, INC. FOR CITYWIDE HVAC MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Service Agreement No. 4123 (Attachment A) to Johnson Controls, Inc. in an amount not-to-exceed \$320,000 over two (2) years; and
2. Authorize the City Manager to execute the Professional Service Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

9. REQUEST TO ISSUE REQUEST FOR PROPOSALS (RFP) NO. 24 – 3 FOR POLICE DEPARTMENT LEGAL SERVICES AND PROCESS INVOICES FOR FUTURE RELATED SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-3 (RFP) for Police Department Legal Services; and
2. Authorize payment of future invoices from the Law Office of Jones & Mayer for legal services during Fiscal Year 2023 – 24 in an amount not to exceed \$4,000; and
3. Take such additional, related action that may be desirable.

10. AMEND THE FISCAL YEAR 2023-24 TABLE OF ORGANIZATION/MASTER POSITION CONTROL TO ADD EIGHTEEN (18.0) "FIREFIGHTER/PARAMEDIC" FULL-TIME EQUIVALENT POSITIONS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Table of Organization/Master Position Control to add eighteen (18) "Firefighter/Paramedic" Full-Time Equivalent Positions; and
2. Take such additional, related action that may be desirable.

11. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-62 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 09, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-62 approving the Warrant Register dated August 09, 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.

- **Scarlet Peralta, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
 1. Employee well being - Honoring Jerry Griffin on Suicide Prevention Day/ Week
 2. Public Safety - Requesting Consensus to ask the Police Department Chief for a list of hot spots in the city per district.
 3. RFP's - Results for Golf Course Remnant parcel for housing and mixed use
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **David N. Torres, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on August 23, 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, August 6, 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 # 5

CITY OF MONTEBELLO CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2023 (Fourth Quarter).

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of June 30, 2023 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2021, 2022 and 2023. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	June 30, 2022	June 2023	Var to Same Qtr/Prior Yr
General	53,894,820	78,705,924	104,439,663	25,733,739
Successor Agency	13,524,868	19,405,616	17,615,874	(1,789,741)
Housing Successor Agency	455,562	633,672	1,269,432	635,760
Trust & Agency	1,300,657	1,091,804	1,091,798	(6)
401 a(h) Trust Accounts	13,565	13,564	13,564	-
	69,189,471	99,850,581	124,430,333	24,579,752

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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As of June 30, 2023, total available cash was \$24.580 million greater than the same quarter, prior year (i.e., June 30, 2022). The City's overall cash position has improved over the years. For example, the June balance for the past eight years is shown below:

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$124.430 million as of June, 2023 – a \$76.274 million improvement in the City's available cash position (LAIF, Bank of the West, etc.), or put another way a 258% increase.

The continuing strength of the City's cash position is due to a number of reasons. A primary factor is proceeds from Measure H, the City's $\frac{3}{4}$ cent transaction and use tax – which began flowing to the city in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City has also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes. In addition, the recent sale of the City's water system (February, 2023) and Transit property in Pico Rivera (February, 2023) have added to the overall cash position in FY 2022-23.

It should also be noted that monthly cash balances fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project.

Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past several years. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past eighteen months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation.

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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The effective rate of return on the City's investment portfolio as of June 30, 2023 was 1.41%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (July 31) have the 10-year yield at 3.93%, 5-year at 4.16% and the 2-year yield at 4.85%. The inverted yield-curve – where shorter-term treasuries have higher yields than longer-term ones despite carrying lower risk – is not often seen, and is often viewed as a harbinger to recession. The majority of the City's idle cash is held in LAIF, with the June yield 3.15%, up from 2.74% in March and four times the rate in June, 2022.

The City's current investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help the City's idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax "true up" payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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deposited accordingly (approximately \$1.736 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, at quarter end from June, 2020 through June 2023. The average quarterly balance for the City's checking account since June 2020 is \$12.971 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	APRIL	\$ 24,965,254	\$ 75,000,000	\$ 1,425,276
2023	MAY	\$ 25,879,884	\$ 75,000,000	\$ 14,255,276
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
		\$ 12,970,541	\$ 50,778,438	\$ 11,710,214

The City's Investment Policy was most recently reviewed and approved by the City Council on June 14, 2023. Prior to that, the policy was reviewed, approved and updated on: June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 101 year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2023

ATTACHMENT(S)

1. Attachment A - Cash Report as of 06_30_2023
2. Attachment B - Portfolio Summary as of 06.30.2023

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF JUNE 30, 2023**

BANK OF THE WEST

	Account Number	Account Name	6/30/23
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,269,432.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$3,360,598.01
3	XXXX-71041	City of Montebello	\$2,778,133.54
4	XXXX-00184	City of Montebello - FSA	\$4,676.29
5	XXXX-XX331	General	\$24,925,529.76
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$765,486.36
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$315,571.83
			<u>\$33,425,492.05</u>

STATE OF CALIFORNIA

	Account Number	Account Name	6/30/23
1	XX-XX-551	General	\$75,000,000.00
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$14,255,276.34
			<u>\$89,255,276.34</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	6/30/23
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Pershing LLC - CDs

	Account Number	Account Name	6/30/23
	CD	Enerbank USA (10/9/19-9/13/23)	\$249,000.00
	CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
	CD	RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
	CD	BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
	CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
	CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
	CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			<u>\$1,736,000.00</u>

Total General Cash/Investments	\$104,439,663.30
Total SA Cash/Investments	\$17,615,874.35
Total HSA Cash/Investments	\$1,269,432.27
Total T&A Cash/Investments	\$1,091,798.47
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$124,430,332.85</u>

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
June 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	97.74	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	1,736,000.00	1,736,000.00	1,736,000.00	2.26	1,658	329	1.755	1.780
Investments	76,736,006.38	76,736,006.38	76,736,006.38	100.00%	38	8	1.303	1.321

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	27,703,663.30	27,703,663.30	27,703,663.30		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	778,566.49	778,566.49	778,566.49					
Subtotal		28,482,936.96	28,482,936.96					
Total Cash, Pending Redemptions and Investments	105,218,236.17	105,218,943.34	105,218,943.34		38	8	1.303	1.321

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	83,294.73	1,130,619.25	1,130,619.25
Average Daily Balance	105,287,821.32	80,076,151.07	
Effective Rate of Return	0.96%	1.41%	

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Reporting period 06/01/2023-06/30/2023

Run Date: 07/10/2023 - 11:32

Portfolio GEN
CP
PM (PRF_PM1) 7.3.11
Report Ver. 7.3.11

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
June 30, 2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	200	STATE OF CALIFORNIA		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310		1.310	1	
	Subtotal and Average		75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.310	1	
Savings Accounts												
	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
	Subtotal and Average		6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	102	10/11/2023
	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	74	09/13/2023
	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	676	05/07/2025
	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	475	10/18/2024
	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	432	09/05/2024
	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	102	10/11/2023
	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	445	09/18/2024
	Subtotal and Average		1,736,000.00		1,736,000.00	1,736,000.00	1,736,000.00			1.780	329	
Total and Average			105,287,821.32		76,736,006.38	76,736,006.38	76,736,006.38			1.321	8	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
June 30, 2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	27,703,663.30	27,703,663.30	27,703,663.30			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		707.17	707.17				1
				Subtotal		27,704,370.47	27,704,370.47				
Total Cash and Investments			105,287,821.32		104,439,669.68	104,440,376.85	104,440,376.85			1.321	8

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
5	200	LAIF		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	56,391.59	0.00	
	Subtotal and Average		75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	56,391.59	0.00	
Savings Accounts													
	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.12	0.00	
	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
	Subtotal and Average		6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.68	0.00	
Negotiable CDs													
	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	102	1.851	1,014.05	0.00	10/11/2023
	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	74	1.800	221.03	0.00	09/13/2023
	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	676	1.300	483.60	0.00	05/07/2025
	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	475	1.902	168.50	0.00	10/18/2024
	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	432	1.902	1,080.03	0.00	09/05/2024
	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	102	1.801	245.59	0.00	10/11/2023
	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	445	1.902	1,080.03	0.00	09/18/2024
	Subtotal and Average		1,736,000.00		1,736,000.00	1,736,000.00	1,736,000.00	1.778	329	1.780	4,292.83	0.00	
Total and Average			105,287,821.32		76,736,006.38	76,736,006.38	76,736,006.38	1.321	8	1.321	53,137.74	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2023

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	27,703,663.30	27,703,663.30	27,703,663.30	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		27,704,370.47	27,704,370.47					
Total Cash and Investments			105,287,821.32			104,439,669.68	104,440,376.85	0.970	6	0.970	53,137.74	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
June 30, 2023

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	200	LAIF	75,000,000.00	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		75,000,000.00	75,000,000.00
Local Agency Investment Funds Totals			75,000,000.00				1.292	1.310		0.00	75,000,000.00	75,000,000.00
Savings Accounts												
	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	Received	249,000.00	249,000.00
	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			1,736,000.00				1.755	1.780		707.17	1,736,000.00	1,736,000.00
Investment Totals			76,736,006.38				1.303	1.321		707.17	76,736,006.38	76,736,006.38

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
June 30, 2023

Page 2

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	27,703,663.30			08/31/2019	0.000	0.000	07/31 - Monthly		27,703,663.30	27,703,663.30
Cash Totals			27,703,663.30							0.00	27,703,663.30	27,703,663.30
Total Cash and Investments			104,439,669.68				1.303	1.321		707.17	104,439,669.68	104,439,669.68

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
June 30, 2023

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
Subtotal					249,000.00
Total Pending Redemptions					778,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
June 1, 2023 through June 30, 2023

Page 1

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	75,000,000.00					75,000,000.00
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	877,398.25	
		Subtotal	28,581,061.55			0.00	877,398.25	27,703,663.30
Negotiable CDs								
		Subtotal	1,736,000.00					1,736,000.00
		Total	105,317,067.93			0.00	877,398.25	104,439,669.68

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2022 through June 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2022	16	68,307,703.08	1.311	1.330	1.310	0	0	63	20
July	2022	16	68,418,639.33	1.311	1.330	1.310	0	0	63	19
August	2022	16	62,918,639.73	1.313	1.331	1.310	0	0	68	19
September	2022	16	53,177,639.73	1.313	1.331	1.310	0	3	65	21
October	2022	16	45,387,111.57	1.310	1.328	1.310	0	2	64	23
November	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	24
December	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	22
January	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	14
February	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	13
March	2023	11	80,612,885.49	1.302	1.320	1.310	0	0	37	10
April	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	10
May	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	9
June	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
Average		13	63,002,356.32	1.308%	1.326%	1.310	0	0	54	16

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2022 through June 2023

Page 1

Security Type	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	95.7	95.7	95.3	95.8	96.2	95.8	95.8	97.3	97.3	97.9	97.7	97.7	97.7	96.6%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	4.4	4.4	4.7	4.2	3.8	4.2	4.2	2.7	2.7	2.2	2.3	2.3	2.3	3.4%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
June 30, 2023

Page 1

	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	3,887.49	43,045.47
Plus Accrued Interest at End of Period	4,292.83	3,165.18
Less Accrued Interest at Beginning of Period	(5,639.02)	(9,873.82)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	2,541.30	36,336.83
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	2,541.30	36,336.83
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	960,208.00
Plus Accrued Interest at End of Period	48,844.91	48,844.91
Less Accrued Interest at Beginning of Period	(-31,908.52)	(-85,229.51)
Interest Earned during Period	80,753.43	1,094,282.42
Total Interest Earned during Period	83,294.73	1,130,619.25
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	83,294.73	1,130,619.25

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
June 30, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,255,276.34	14,255,276.34	14,255,276.34	100.00	1	1	0.334	0.339
Investments	14,255,276.34	14,255,276.34	14,255,276.34	100.00%	1	1	0.334	0.339
Cash								
Passbook/Checking (not included in yield calculations)	3,360,598.01	3,360,598.01	3,360,598.01		1	1	0.000	0.000
Total Cash and Investments	17,615,874.35	17,615,874.35	17,615,874.35		1	1	0.334	0.339

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		3,971.95	193,049.89	193,049.89
Average Daily Balance		15,771,647.92	16,262,921.94	
Effective Rate of Return		0.31%	1.19%	

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Reporting period 06/01/2023-06/30/2023

Run Date: 07/10/2023 - 11:35

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
June 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	14,255,276.34	14,255,276.34	14,255,276.34	0.339		0.339	1	
		Subtotal and Average	14,255,276.34		14,255,276.34	14,255,276.34	14,255,276.34			0.339	1	
		Total and Average	15,771,647.92		14,255,276.34	14,255,276.34	14,255,276.34			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
June 30, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	3,360,598.01	3,360,598.01	3,360,598.01			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			15,771,647.92		17,615,874.35	17,615,874.35	17,615,874.35			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
June 30, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	14,255,276.34	14,255,276.34	14,255,276.34	0.339	1	0.339	-3,511.45	0.00	
Subtotal and Average			14,255,276.34		14,255,276.34	14,255,276.34	14,255,276.34	0.339	1	0.339	-3,511.45	0.00	
Total and Average			15,771,647.92		14,255,276.34	14,255,276.34	14,255,276.34	0.339	1	0.339	-3,511.45	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
June 30, 2023

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	3,360,598.01	3,360,598.01	3,360,598.01	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			15,771,647.92		17,615,874.35	17,615,874.35	17,615,874.35	0.274	1	0.274	-3,511.45	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
June 30, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	14,255,276.34	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,255,276.34	14,255,276.34
Local Agency Investment Funds Totals			14,255,276.34				0.334	0.339		0.00	14,255,276.34	14,255,276.34
Investment Totals			14,255,276.34				0.334	0.339		0.00	14,255,276.34	14,255,276.34

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
June 30, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	3,360,598.01			08/31/2019	0.000	0.000	09/30 - Monthly		3,360,598.01	3,360,598.01
Cash Totals			3,360,598.01							0.00	3,360,598.01	3,360,598.01
Total Cash and Investments			17,615,874.35				0.334	0.339		0.00	17,615,874.35	17,615,874.35

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
June 1, 2023 through June 30, 2023

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CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	14,255,276.34					14,255,276.34
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				1,907,820.44	0.00	
		Subtotal	1,452,777.57			1,907,820.44	0.00	3,360,598.01
		Total	15,708,053.91			1,907,820.44	0.00	17,615,874.35

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2022 through June 2023

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
June	2022	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
July	2022	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
August	2022	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
September	2022	2	14,038,487.36	0.334	0.339	0.339	0	0	1	1
October	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
November	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
December	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
January	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
February	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
March	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
April	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
May	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
June	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
Average		2	14,125,525.65	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2022 through June 2023

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Security Type	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
June 30, 2023

Page 1

	June 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	195,255.24
Plus Accrued Interest at End of Period	-3,511.45	-3,511.45
Less Accrued Interest at Beginning of Period	(-7,483.40)	(-1,306.10)
Interest Earned during Period	3,971.95	193,049.89
Total Interest Earned during Period	3,971.95	193,049.89
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	3,971.95	193,049.89



ITEM # 6

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2464 AMENDING THE ZONING DESIGNATION (CASE NO. "PC-2022-0003-ZC-SPR-TPM") FOR THE PROPERTIES LOCATED AT 608, 612, and 616 HART PLACE TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL UNITS

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive Second Reading and Adopt Ordinance No. 2464 approving Zone Change (ZC) Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation for the properties located at 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to allow the development of sixteen (16) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. FIND and DETERMINE the ZC, Development Agreement, and Density Bonus Agreement to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with approving the Zone Change, Development Agreement, and Density Bonus Agreement for the Project Site. The property improvements to this location will generate additional property tax, when

completed. Future budgets will reflect the additional property tax from the increased assessed value due to the addition of the new residential units.

BACKGROUND/DISCUSSION:

On July 26, 2023, the City Council held a duly noticed public hearing and approved Ordinance No. 2464 by a 4-0-0-1 vote, with four (4) members voting in favor of the proposed project and one member being absent, approving the Zone Change (ZC) Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation for the properties located at 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to allow the development of sixteen (16) residential units.

On June 20, 2023, the Planning Commission held a duly noticed public hearing and considered the proposal for a Zone Change, Site Plan Review, Tentative Parcel Map, Development Agreement, and Density Bonus Agreement (Case No. PC-2022-0003-ZC-SPR-TPM) to: 1) change the zoning designation from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay); 2) merge three (3) parcels into one (1) parcel; and 3) allow the construction of sixteen (16) dwelling units at 608, 612, and 616 Hart Place. The Planning Commission approved the Site Plan Review and Tentative Parcel Map and recommended that the City Council approve ZC (Case No. PC-2022-0004-GPA-ZC-SPR) as well as the related Development Agreement and Density Bonus Agreement. Approval of the Site Plan Review is contingent upon the City Council's approval of the Zone Change. The action of the Planning Commission was taken by a 4-0-0-1 vote with 4 members voting in favor of the proposal and 1 member being absent.

The project includes the construction of sixteen (16) two-story townhome type residential units over a one-story parking garage. The parking garage is located above ground and includes a total of thirty-one (31) parking spaces including 2 van accessible spaces. The ground floor parking garage also includes common space, an elevator, a trash enclosure, a utility room, and stairs to access the 2nd and 3rd levels of the structure. Vehicular access to the Project Site will be via a two-way driveway accessible via Hart Place.

The proposed units will be two-stories and will be located directly above the 1st floor parking garage. Each unit will have a total of two (2) bedrooms, with some units being proposed with 2.5 bathrooms and others with 1.5 bathrooms depending on the unit type. The units vary in size and range from 1,060 square feet to 1,155 square feet per unit. The units which front Hart Place are equipped with a balcony/terrace.

Pursuant to Section 17.47.060 of the MMC, all development in the HOO zone shall conform to the development standards applicable to the R-4 zone and the minimum number of residential units per site shall be sixteen. The project proposes to construct a total of 16 residential units, which complies with the minimum density requirements. However, the project is proposing to deviate from the required setbacks and other development standards contained in Chapter 17.10 of the MMC. Pursuant to California

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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State Density Bonus Law, developers may obtain concessions and modifications to local development standards if a project restricts at least 10% of the housing units to lower income residents and a city may not prohibit a developer from requesting concessions. Since the project proposes to restrict 25% of the total number of units for low-income residents, the project is entitled to a density bonus of 35% and can request concessions and modifications to the development standards. Although the project does not request a density bonus, the applicant is requesting concessions and modifications which include the following:

- An increase of the maximum allowable lot coverage from 60% to 67.2%
- A reduction in the minimum required private open space from 2,400 square feet to 910 square feet.
- A reduction in the minimum required total open space (including private and common open space) from 4,800 square feet to 4,770 square feet.
- A reduction in the required additional setback for the portion of the building over fifteen (15) feet in height.
- An increase in the maximum allowable building height from 25 feet to 35 feet.

In addition, California State Density Bonus Law states that upon a developer's request, the city may not require more than one and one-half (1.5) parking ratios for a density bonus project that provides residential units with two to three bedrooms. Based on this parking ratio, the parking requirement for the development is a total of 24 parking spaces. This parking requirement is met through the 31 total parking spaces provided at the site.

For City Council consideration, the Applicant is requesting approval of a Zone Change amendment from Commercial Restricted, C-R to Commercial Restricted with the Housing Opportunity Overlay Zone (C-R-HOO). The existing and proposed zoning designation of the parcels are reflected in the Exhibit 1 and 2 below:



Exhibit 1: Existing Zoning (C-R)



Exhibit 2: Proposed Zoning (C-R-HOO)

FINDINGS

Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items:

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

The zone change is consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed Zone Change will facilitate the development of housing in the project area which should assist in meeting the housing needs of the Montebello community. The General Plan Land Use and Housing Element analysis provided above further demonstrate how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that the Project Site is primarily surrounded by multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage and is not likely to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the proposed project is not achievable under the current Commercial Restricted (C-R) zoning designation of the property. Based on Chapter 17.24 of the MMC, the purpose of the C-R zone is to provide areas for

professional offices and related uses close to residential areas, but residential units are typically not allowed in this zoning designation. By applying the Housing Opportunity Overlay Zone to the property, greater flexibility will be provided to the developer of the project site and the residential units proposed will not contradict the intended use of the zone. Additionally, it is anticipated that the development of housing in this vicinity will stimulate economic development and promote the public good by providing housing for a range of income levels.

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

The parcels existing at the project site are currently occupied by multiple residential buildings. While the density of the development at the project site would increase if the Zone Change and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels. Additionally, there are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community. The proposed Zone Change and development has been reviewed by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.

GENERAL PLAN LAND USE AND HOUSING ELEMENT

The General Plan Land Use designation for the Project Site is Medium Density Residential and a general plan amendment is not proposed in conjunction with this specific project proposal. The following General Plan Land Use Element and Housing Element goals and policies are applicable to the proposed development:

General Plan Land Use Element Goal #1 is “to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.”

General Plan Land Use Residential Policy #1 states that “residential development should aim for the density standards outlined in the Housing Element of the General Plan.”

General Plan Land Use Residential Policy #2 states that “residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development”.

General Plan Land Use Element Residential Policy #3 states that “opportunities for a variety of living needs should be available in various locations throughout the City”.

General Plan Land Use Element Residential Policy #4 states that “the existing medium density residential area characterized by mixed housing types in the central portion of Montebello should be retained”.

General Plan Housing Element Goal #2 is to “increase housing production to improve affordability for the City’s current and future residents.”

General Plan Housing Element Policy #2.4 states that “the City shall increase housing supply and reduce displacement by permitting housing in commercial zones.”

General Plan Housing Element Policy #2.6 states that “the City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.”

General Plan Housing Element Goal #3 is to “ensure fair and equal housing opportunity.”

General Plan Housing Element Policy #3.1 states that “through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas”.

The proposed project conforms to the City of Montebello General Plan Land Use and Housing Elements in that the proposed development will allow for the more reasonable development of the lots on which the project is proposed, provide additional housing opportunities, including affordable housing, and add to the variety of housing types available in the City. General Plan Land Use Element Residential Policy #4 explicitly states that the existing medium density residential area in the central portion of the City should be retained. Given that the project site is designated for medium density residential uses but has been utilized for low density residential uses provides further justification for why the higher density proposed should be allowed at the site. The additional density at the site is also compatible with the adjacent commercial areas in that the higher number of residents in the vicinity can positively impact the local businesses in the downtown area by generating more foot traffic. While the subject site is currently zoned as a commercial site under the City’s Commercial Restricted (C-R) zone, the application of the Housing Opportunity Overlay Zone would allow for housing to be proposed at the site which is in line with the intent of permitting housing in commercial zones found within General Plan Housing Element Policy #2.4. The addition of both market rate and affordable housing provided by the project will positively impact housing outcomes in the area by increasing the housing opportunities available to the local community. Additionally, the increase of affordable housing at the project site is consistent with General Plan Housing Element Policy #3.1 in that the project is situated near the downtown area, a higher resourced area which should positively benefit the residents of this development. Allowing the project to move forward as proposed is also consistent with Housing Element Policy #2.6 which states that the City shall accelerate housing production.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed Zone Change (Case No. PC-2022-0003-ZC-SPR-TPM), Development Agreement, and Density Bonus Agreement before the City Council today are not considered a project per the CEQA definition of a project since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption). CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement. The Planning Commission determined that the related Site Plan Review and Tentative Parcel Map for the construction of sixteen (16) units is Categorically Exempt from CEQA under Section §15332 (In-Fill Development Projects). Here, the City Council is specifically being asked to determine and find that the ZC, Development Agreement, and Density Bonus Agreement are also exempt.

ANALYSIS:

N/A

SUMMARY:

Staff is requesting the City Council waive the second reading, and adopt Ordinance No. 2464 upholding the Planning Commission's recommendation to approve Zone Change Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement (No. 01-22) and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC to amend the zoning designation of the project site from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay). Approval of the Zone Change allows the related Site Plan Review approved by the Planning Commission to move forward. Additionally, staff is requesting the City Council find and determine the ZC, Development Agreement, and Density Bonus Agreement to be statutorily exempt from the CEQA under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2464 - Zone Change for the Property Located at 608, 612, and 616 Hart Place
2. Attachment B - Hart Place Development Agreement
3. Attachment C - Hart Place Density Bonus Agreement
4. Attachment D - Reso No. 04-23
5. Attachment E - Reso No. 05-23
6. Attachment F - Architectural Plans
7. Attachment G - Final CC Public Hearing Notice
8. Attachment H- CEQA NOE - 608, 612, and 616 Hart Place

NEXT STEPS:

N/A



**CITY OF MONTEBELLO
ORDINANCE NO. 2464 SUMMARY**

NOTICE IS HEREBY GIVEN that on the 26th day of July 2023, the City Council of the City of Montebello, California introduced Ordinance No. 2464 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING ZONE CHANGE (“ZC”) (“CASE NO. PC-2022-0003-ZC-SPR-TPM”), DEVELOPMENT AGREEMENT (NO. 01-22), AND A DENSITY BONUS AGREEMENT TO AMEND THE ZONING DESIGNATION FROM C-R (COMMERCIAL RESTRICTED) TO C-R-HOO (COMMERCIAL RESTRICTED WITH THE HOUSING OPPORTUNITY OVERLAY) FOR THE PROPERTY LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”), AND FINDING THAT THE ZONE CHANGE, DEVELOPMENT AGREEMENT, AND DENSITY BONUS AGREEMENT ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

The City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. on behalf of property owner San Giorgio, LLC for a zone change, site plan review, tentative parcel map, development agreement, and density bonus agreement (Case No. PC-2022-0003-ZC-SPR-TPM). Ordinance No. 2464 establishes a zone change for 608, 612, and 616 Hart Place from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay). The Ordinance makes the following findings: 1) this zone change is consistent with the objectives and policies of the General Plan and will facilitate the development of housing and will assist in meeting the housing needs of the Montebello community; (2) the zone change is necessary because the proposed housing project is not achievable under a C-R zoning designation; (3) the proposed zone change will not create problems harmful to the public health, safety, and general welfare.

This ordinance is scheduled for further consideration and final adoption at the City Council Meeting of August 9, 2023, at 6:00 p.m.

GENERAL INFORMATION: A copy of the full text of the ordinance is available at the office of the City Clerk at 1600 W. Beverly Boulevard, Montebello, CA 90640.

Kimberly Guillen, Acting Sr. Deputy City Clerk
City of Montebello

Date Posted: August 3, 2023
Date Published: August 3, 2023

ORDINANCE NO. 2464

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING ZONE CHANGE (“ZC”) (“CASE NO. PC-2022-0003-ZC-SPR-TPM”), DEVELOPMENT AGREEMENT (NO. 01-22), AND A DENSITY BONUS AGREEMENT TO AMEND THE ZONING DESIGNATION FROM C-R (COMMERCIAL RESTRICTED) TO C-R-HOO (COMMERCIAL RESTRICTED WITH THE HOUSING OPPORTUNITY OVERLAY) FOR THE PROPERTY LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”), AND FINDING THAT THE ZONE CHANGE, DEVELOPMENT AGREEMENT, AND DENSITY BONUS AGREEMENT ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. (“Applicant”), on behalf of the property owner, San Giorgio LLC, for a Zone Change, Site Plan Review, Tentative Parcel Map, Development Agreement, and Density Bonus Agreement (Case No. PC-2022-0003-ZC-SPR-TPM) to: 1) change the zoning designation from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay); 2) merge three (3) parcels into one (1) parcel; and 3) allow the construction of sixteen (16) dwelling units at the project site (“Project”) located at 608, 612, and 616 Hart Place (“Project Site”); and

WHEREAS, pursuant to Montebello Municipal Code (“MMC”) Chapter 17.76, the reclassification of specific properties from one zone to another can be initiated by motion of City of Montebello Planning Commission (“Planning Commission”) based upon its decision as to whether the public interest, convenience and necessity so requires the change of zone; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, on June 20, 2023, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 05-23 recommending that the City Council approve Zone Change Case No. PC-2022-0003-ZC-SPR-TPM as well as the related Development Agreement and Density Bonus Agreement between the City of Montebello and San Giorgio, LLC; and

WHEREAS, pursuant to MMC Chapter 17.47, the application of the Housing Opportunity Overlay zone requires a legally binding regulatory agreement be executed and recorded against the property to ensure that the property complies with all of the

requirements of this chapter, including, but not limited to, the requirement that affordable units shall be deed-restricted for a period of not less than fifty-five years; and

WHEREAS, the California Legislature adopted the "Development Agreement Statute," section 65864 of the Government Code, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development; and

WHEREAS, the City of Montebello is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner of the development process; and

WHEREAS, the Development Agreement Statute requires development agreements to be approved by an ordinance adopted by the City Council of the City of Montebello ("City Council"), and following public hearings conducted by the Planning Commission and the City Council; and

WHEREAS, the Applicant and the City have negotiated a development agreement and density bonus agreement attached as "Development Agreement between the City of Montebello and San Giorgio, LLC" (DA 01-22) and "Density Bonus Housing Agreement and Declaration of Restrictive Covenants by and between the City of Montebello and San Giorgio, LLC"; and

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

WHEREAS, the ZC (PC-2022-0003-ZC-SPR-TPM), Development Agreement, and Density Bonus Agreement are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption) and no physical changes will occur as a result of the activity; and

WHEREAS, on July 26, 2023, the City Council conducted a duly noticed public hearing on the proposed Zone Change, Development Agreement, and Density Bonus Agreement at which the City Council received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

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

NOW THEREFORE, the City Council of the City of Montebello hereby finds, declares and resolves as follows:

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

SECTION 2. FINDINGS.

A. Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items, which are hereby incorporated as substantial findings of the City Council:

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

The zone change is consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed Zone Change will facilitate the development of housing in the project area which should assist in meeting the housing needs of the Montebello community. The General Plan Land Use and Housing Element analysis provided in the staff report further demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that the Project Site is primarily surrounded by multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage and is not likely to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the proposed project is not achievable under the current Commercial Restricted (C-R) zoning designation of the property. Based on Chapter 17.24 of the MMC, the purpose of the C-R zone is to provide areas for professional offices and related uses close to residential areas,

but residential units are typically not allowed in this zoning designation. By applying the Housing Opportunity Overlay Zone to the property, greater flexibility will be provided to the developer of the project site and the residential units proposed will not contradict the intended use of the zone. Additionally, it is anticipated that the development of housing in this vicinity will stimulate economic development and promote the public good by providing housing for a range of income levels.

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

The parcels existing at the project site are currently occupied by multiple residential buildings. While the density of the development at the project site would increase if the Zone Change and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels. Additionally, there are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community. The proposed Zone Change and development has been reviewed by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The City Council hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed ZC, Development Agreement, and Density Bonus Agreement. It should be further noted that during the duly noticed Planning Commission public hearing, the Planning Commission also found the related Site Plan Review for the contemplated Project to be Categorically Exempt per Section §15332 (In-Fill Development Projects).

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official Zoning Map to change the zoning designation of the project site from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) for the property located at 608, 612, and 616 Hart

Place.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such division.

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

[Signatures on the following page]

APPROVED AND ADOPTED THIS 26th DAY OF JULY 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 HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 26th day of July 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 9th day of August 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

DATE: _____

Christopher Jimenez, City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community
Development

WITH COPY TO:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo

SPACE ABOVE THIS LINE FOR RECORDER’S USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,
a municipal corporation (“City”)

and

SAN GIORGIO, LLC
A California Limited Liability Corporation
 (“Developer”)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into on _____, by the **CITY OF MONTEBELLO** (the “City”), a municipal corporation, and **SAN GIORGIO, LLC**, a California limited liability company (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property which are located in the City of Montebello, California, and which are more particularly described in the “Legal Description of Property” attached hereto as Exhibit A and as further shown on the “Site Map” attached hereto as Exhibit B (collectively Exhibit A and Exhibit B, depicting the “Property”).

C. Project. This Agreement grants the Developer the right to redevelop the Property with new sixteen (16), two-story, townhouse residential units within a 19,140 square foot development site. The Project will pay all applicable City Developer Fees and Processing Fees (as defined below).

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, *et seq.*, of the Government Code, authorizing the City to enter into an agreement with any Person (as hereinafter defined) having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein. The legislative findings and declarations underlying the Development Agreement Statute and the provisions governing contents of development agreements state, in Government Code Sections 65864(c) and 65865.2, that the lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities is a serious impediment to the development of new housing, and that applicants and local governments may include provisions in development agreements relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits identified in Section 4.3 of this Agreement in exchange for the City agreeing to enter into this Agreement, which affords the Developer with greater project latitude, flexibility, development certainty and the vested rights to complete the Project afforded by this Agreement.

F. Intent of the Parties. The Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters of the Developer's public benefits obligations and provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Property, the Developer will receive assurances that the City shall grant all permits and approvals and permit the construction required for development of the Property and the Project in accordance with this Agreement.

G. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA")), appropriate studies, analyses, reports, or documents were prepared and considered by the City's Planning Commission ("Planning Commission") and the City's City Council ("City Council"). The Planning Commission, after a public hearing on _____, recommended, and on _____ the City Council adopted, Ordinance No. _____ approving this Agreement (the "Authorizing Ordinance"). The Planning Commission and the City Council have found, on the basis of substantial evidence, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. Specifically, the City Council has found that the Agreement: (i) is consistent with the City's General Plan ("General Plan") and any applicable specific plan; (ii) is in conformity with public convenience and good land use practices; (iii) will not be detrimental to the health, safety and general welfare; (iv) will not adversely affect the orderly development of property or the preservation of property values; and (v) is consistent with the provisions of Government Code Sections 65864 through 65869.5.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Developer and the City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to the City and the Authorizing Ordinance, and in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below and shall be applicable to both the singular and plural form of any nouns and verbs of any tense.

1.1 Affiliate. "Affiliate" means, with respect to any specified Person, any Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

1.2 Agreement. "Agreement" means this Development Agreement as the same may be amended or modified from time to time.

1.3 Applications. “Application(s)” shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the Existing Land Use Regulations, provided that any additional or alternate requirements in Future Land Use Regulations which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Approval Date. “Approval Date” means the date of the adoption of the Authorizing Ordinance by the City Council.

1.5 Authorizing Ordinance. “Authorizing Ordinance” means Ordinance No. _____ of City approving this Agreement.

1.6 CEQA. “CEQA” means the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*).

1.7 City. “City” means the City of Montebello, California.

1.8 City Council. “City Council” means the governing body of the City of Montebello, California.

1.9 Claims or Litigation. “Claims or Litigation” shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals, or other actions of City, in each case, solely to the extent pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions or for the taking or diminution in value of their property as a consequence of the foregoing actions.

1.10 Conditions of Approval. “Conditions of Approval” means those conditions of approval imposed by City upon the Existing Development Approvals as of the Approval Date, and any additional conditions of approval thereafter imposed by City upon Future Development Approvals in accordance with this Agreement.

1.11 Control. “Control,” or any derivative thereof, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or membership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (i) a general partner shall always be deemed to Control any general partnership, limited partnership, or limited liability partnership of which it is a general partner, and (ii) a manager shall always be deemed to Control any limited liability company of which it is a manager.

1.12 City Manager. “City Manager” means the City Manager of the City of Montebello, California.

1.13 Developer. “Developer” means San Giorgio, LLC, a California limited liability company, and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by City

with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, et seq., of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development but only when imposed by the City. Developer Fees does not mean or include Processing Fees.

1.15 Development. “Development” means the remediation of the Property in preparation for development and the improvement of the Property for purposes of effecting the structures, improvements and facilities comprising the Project including, grading and the construction of subsurface structures; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of structures and buildings in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with Case No. PC-2022-003-SPR-ZC-TPM and ENV No. 13-22-CE [, which are incorporated and made a part of this Agreement:

- (a) Site Plan Review

- (b) Zone Change
- (c) Tentative Parcel Map
- (d) Density Bonus Agreement; and
- (e) This Development Agreement (“DA 01-22”).

1.22 Existing Land Use Regulations. “Existing Land Use Regulations” means those certain Land Use Regulations applicable to the Property and/or the Development thereof in effect on the Approval Date.

1.23 Future Developer Fees. “Future Developer Fees” mean any Developer Fees applicable to the Property and/or the Development thereof not in effect as of the Approval Date. Future Developer Fees which affect the Project shall apply only to the extent permitted by this Agreement.

1.24 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Property and/or the Development thereof approved by the City after the Approval Date, if any, such as more detailed planning and engineering approval requirements. Future Development Approvals which affect the Project shall apply only to the extent permitted by this Agreement.

1.25 Future Land Use Regulations. “Future Land Use Regulations” means any Land Use Regulations applicable to the Property adopted or enacted after the Approval Date including, without limitation, any modification or amendment of Existing Land Use Regulations after the Approval Date. Future Land Use Regulations which affect the Project shall apply only to the extent permitted by this Agreement.

1.26 General Plan. “General Plan” shall mean the general plan of the City of Montebello in effect on the Approval Date.

1.27 Holder. “Holder” or “holder” means the holder of any mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing, as provided in Section 15.

1.28 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to

the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.29 Mortgage. “Mortgage” or “mortgage” means any mortgage (whether a leasehold or feehold mortgage or otherwise), deed of trust (whether a leasehold or feehold deed of trust or otherwise), or other security interest, or sale and lease-back, or any other form of conveyance for financing, as provided in Section 15.1.

1.30 Non-Defaulting Party. “Non-Defaulting Party” means the Party other than the Defaulting Party.

1.31 Operative Date. “Operative Date” means the date this Agreement becomes operative with respect to the Development of the Property and the Project as set forth in Section 3.2.

1.32 Person. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, firm, joint stock company, trust, estate, unincorporated association, governmental or quasi-governmental body, authority or agency, or other entity.

1.33 Planning Commission. “Planning Commission” means the Planning Commission of the City.

1.34 Planning Director. “Planning Director” shall mean the Planning & Community Development Director or similar officer of the City.

1.35 Processing Fees. “Processing Fees” means all processing fees and charges required by the City in connection with the Development of the Property and the Project, including, but not limited to, fees for land use Applications, building permit Applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

1.36 Project. “Project” means the project consisting of the activities on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to the Development Plan and this Agreement.

1.37 Transfer. “Transfer” means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer’s rights under this Agreement or of the Property together with any rights or obligations under this Agreement.

2. EXHIBITS

The following are the Exhibits to this Agreement:

Exhibit A: Legal Description of the Property

Exhibit B: Site Map of the Property

Exhibit C: Form of Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants

This Agreement includes the foregoing Exhibits which are attached hereto and are incorporated herein in their entirety.

3. TERM

3.1 Term. The term of this Agreement (the “Term”) shall commence upon the Approval Date and shall terminate on the tenth (10th) anniversary of the Operative Date. In addition, the term of any and all Development Approvals (including the Existing Development Approvals) shall automatically be extended for the longer of the Term or the term otherwise applicable to such Development Approvals. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Development Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination.

3.2 Operative Date. This Agreement shall become effective immediately upon the Approval Date for the limited purpose of effectuating necessary provisions of this Agreement (e.g., definition of Existing Land Use Regulations, the Indemnity provisions of Section 12, etc.), but this Agreement shall not become fully operative with respect to the Development of the Property and the Project until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. DEVELOPMENT OF THE PROPERTY; DEVELOPER OBLIGATIONS.

4.1 Right to Develop. During the Term, the Developer shall have a vested right to develop the Property to the full extent permitted by the Development Plan and this Agreement. Except as expressly provided in this Agreement, the Development Plan shall exclusively control the development of the Property (including the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the development of the Property). Except as expressly provided in this Agreement, any Future Land Use Regulations shall not be applied to the Project unless the Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project. The Developer may elect to develop and construct upon the Property or any portion thereof a Development of lesser height, size, or density than that permitted provided that such Development otherwise complies with the Development Plan and this Agreement.

4.2 Permitted Uses. The use allowed on the Property shall consist of sixteen (16) new two-story townhouse-style residential units with a height of 35 feet as measured from the street

frontage and a total of _____ parking spaces.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the following public benefits and applicable Developer Fees and Processing Fees:

(a) Public Benefits to City. In consideration of the benefits and privileges afforded under this Agreement, Developer shall pay to the City the following Public Benefits:

i. On-Site Affordable Housing. Developer shall make available a total of four (4) units within the Project at an affordable rent, adjusted for household size, to Lower Income Households (as defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development). The Developer shall enter into an “Affordable Housing Regulatory Agreement” with the City in substantially the same form as attached hereto as Exhibit C, setting forth its obligations to provide and maintain the affordable housing units for a term of 55 years. Each Affordable Housing Agreement shall be executed by Developer and be recorded against the applicable portion of the Property prior to the City issuance of a certificate of occupancy for the Project, as applicable. For the avoidance of doubt, this Section 4.3(a)(i.) is subject to Section 5.1 of this Agreement, it shall not obligate Developer to construct the Project or any portion thereof, and Developer shall not be in breach or default under this Section 4.3(a)(i.) in the event that Developer does not construct the Project or any portion thereof.

ii. One-Time Development Agreement Fee. Within ten (10) days of the Approval Date, Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of Five-Thousand Dollars (\$5,000) (“Development Agreement Fee”) for costs associated with the preparation and review of this Agreement by City’s staff, its legal counsel, and consultants. The Development Agreement Fee shall be separate from and in addition to Developer Fees and Processing Fees required under this Agreement.

(b) Developer Fees. Developer shall pay to the City the following Developer Fees:

i. Development Tax to the City in the amount of \$_____ as required by Montebello Municipal Code Chapter 3.24 prior to issuance of building permits.

ii. Parkland Fees to the City in the amount of \$_____ as required by Montebello Municipal Code Chapter 17.77 prior to issuance of building permits.

(c) Processing Fees. All applicable Processing Fees in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner that discriminates against the Developer or the Project.

4.4 Obligations of Developer Respecting Project Costs. Except as specifically provided herein, it is expressly understood that the Developer is fully responsible for the cost of the Project and obtaining any necessary construction or long-term financing therefor.

5. DEVELOPMENT TIMING

5.1 Right of Developer to Control Development and Timing. The Developer cannot fully predict the timing, phasing, or sequencing in which the Project will be developed, if at all. Such decisions depend upon numerous factors, many of which are not completely within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing, and the state of the general economy. Therefore, notwithstanding anything herein to the contrary, the Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of the Developer's business judgment, this Agreement shall not in any way obligate the Developer to construct the Project or any portion thereof, and the Developer shall decide whether to proceed with development of the Project in its sole discretion.

6. FEES, TAXES, AND ASSESSMENTS

6.1 Future Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any Future Developer Fees.

6.2 Existing Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any increase in the amount of the Existing Developer Fees.

6.3 Future Processing Fees. With respect to Processing Fees, the Project and the Developer shall be subject to the amount in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner which discriminates against the Developer or the Project and does not exceed the estimated reasonable cost of providing the service.

6.4 Exceptions. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) The Developer shall be obligated to pay any applicable fees or taxes which are in effect on a City-wide basis as of the Operative Date which are not related to construction or development activities such as business license fees or taxes and utility taxes.

(b) The Developer shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, provided that such assessment district is otherwise proposed or consented to by the Developer.

(c) Subject to Section 5.1, the Developer shall be obligated to pay any fees which were imposed as Conditions of Approval or any other condition or mitigation measure, required as part of the approval for Existing Development Approvals consistent with this Agreement.

7. AMENDMENT OF DEVELOPMENT AGREEMENT

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 or Section 10.3, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

7.3 Consent. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications. Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require an amendment to this Agreement, although they shall require the written consent of both Parties.

A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, residential density, intensity of use, permitted uses, the height and size of buildings, number of parking spaces, or the improvement and construction standards and specifications for the Project. Where applicable, a change of less than 10% to any proposed Project specifications shall not be deemed a “material change.”

The determination as to whether a matter is non-substantive and procedural shall be made by the City Manager based on the advice of the City’s City Attorney (“City Attorney”) and in consultation with the Developer. The determination of the City Manager shall be final. A written record, containing the written consent of both Parties hereto, shall be made of all non-substantive and/or procedural changes.

7.5 Effect of Amendment to Development Agreement. The Parties agree that, except as may be expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

8. RESERVATIONS OF AUTHORITY

8.1 Limitations; Reservations, and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Property:

(a) Future Regulations. Only those Future Land Use Regulations for which Developer gives City written notice of its election to have such Future Land Use Regulations applied to the Property.

(b) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations, in each case, with

the prior written consent of the Parties.

(c) Public Health and Safety/Uniform Codes.

i. Future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, provided such codes are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

ii. Future laws and ordinances of general applicability (“Regulations”) concerning the use of property required for public health and safety which (A) are applicable throughout the City, (B) directly result from findings by City that failure to adopt such Regulations would result in a condition injurious or detrimental to the public health and safety, and (C) that such Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition, provided such Regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties. This provision is not intended to and does not provide a basis for the imposition of additional Exactions or a moratorium or other like restriction on the timing of development which would impact the Development of the Project.

iii. Future Land Use Regulations or amending Existing Land Use Regulations which are regional codes and are based on recommendations of a county or regional organization and which become applicable throughout the region and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the Development of the Property separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) The City and the Developer shall review the extent of the Developer’s good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement, on or about April 1 of each year during the Term (“Annual Monitoring Review”).

(b) As part of such Annual Monitoring Review, Developer shall submit a written status report to the City demonstrating that, during the preceding twelve-month (12-month) period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied in good faith with the Developer’s material obligations under this Agreement.

(c) By March 1 of each year during the Term, the City must deliver to the Developer a copy of all staff reports prepared in connection with an Annual Monitoring Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Annual Monitoring Review. This information shall be known as the “City Report.”

(d) Following delivery of the City Report, no later than April 1 of each year during the Term, the Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 9.1(b) above and any issues raised by the City Report provided to the Developer in accordance with Section 9.1(c) above.

(e) The actual reasonable cost of the Annual Monitoring Review shall be borne by the Developer upon receipt of invoices from the City, not to exceed \$1,000 for each Annual Monitoring Review.

9.2 Failure to Conduct Annual Monitoring Review. The City’s failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by March 1 of each year during the Term, the Developer will be deemed to be in good faith compliance with this Agreement for the following twelve-month (12-month) period.

10. DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Non-Defaulting Party after Default. The Parties agree that legal damages would be extremely difficult to determine and would not give the Parties the benefit of their bargain. Accordingly, the Parties agree that, subject to the provisions of Section 10.4, following the occurrence of a Default (defined below), the Party not in Default (as defined in Section 10.2 below) (the “Non-Defaulting Party”) shall have only the equitable remedy of specific performance or alternatively the ability to terminate this Agreement for a Default by the other Party (the “Defaulting Party”), subject to the procedure of notice and hearing herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Non-Defaulting Party shall comply with the notice and cure provisions of this Section 10. Nothing in this Section shall limit a Party’s right to recover attorneys’ fees pursuant to Section 16.5.

10.2 Notice and Opportunity to Cure. The Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the Defaulting Party to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, prior to declaring a default, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “Default” under this Agreement if the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice (“Cure Period”). However, if a breach or failure cannot reasonably be cured within such Cure Period, then the Defaulting Party shall not be deemed in Default under this Agreement provided that the Defaulting Party commences to cure the breach

within the Cure Period and thereafter diligently prosecutes such cure to completion.

10.3 Modification or Termination.

(a) If, in the case of a Default by the Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, the City determines that this Agreement shall be modified or terminated, then the City shall give notice to the Developer of its intention to initiate proceedings to modify or terminate this Agreement.

(b) The City Council shall hold a public hearing for any proposed termination or modification, except that any amendment or modification which does not relate to the duration of the Agreement, permitted uses of the property, density or intensity of use, height or size or proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions or requirements relating to subsequent discretionary actions relating to design, improvement, construction standards and specifications, improvement and construction standards or any other condition or covenant relating to the use of the property shall not require a noticed public hearing before the City Council.

(c) The City Council may refer the matter to the Planning Commission for further proceedings or for a report and recommendation. Upon receipt of any such report and recommendation and the completion of the public hearing, if any, the City Council shall take final action on the modification or termination. The Developer must demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof is upon the Developer. The hearing shall be administrative with no public testimony, unless the City Council otherwise determines. The Developer shall have the opportunity to present written or oral testimony. As part of that final determination, the City Council may impose conditions which it considers necessary and appropriate to protect public health, safety and welfare and the interests of the City. The decision of the City Council must be by a majority of its membership, and shall be final, except for judicial review thereof.

(d) Notwithstanding anything in this Agreement to the contrary, there shall be no modification of this Agreement without Developer's written consent thereto. If the City Council determines that modification of this Agreement is appropriate pursuant to this Section 10.3, the City shall inform the Developer of such proposed modification and, unless the Developer consents in writing to such modification, the City shall have the right to proceed with termination of this Agreement pursuant to the provisions of this Section 10.

10.4 No Specific Performance to Construct Project. Notwithstanding the provisions of Section 10.1, the City shall not have the right to specifically enforce against the Developer any provisions of this Agreement, nor in any way to compel the Developer to either start or complete the Project, nor to seek any monetary damages from the Developer for the Developer's failure to start or complete the Project.

10.5 Intentionally Omitted.

10.6 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any

obligations that accrued prior to said termination or with respect to any Default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) with respect to any indemnity obligations set forth herein which accrued prior to said termination, and (iii) with respect to any right or duty arising from entitlements or approvals, including the Development Approvals, applicable to the Property approved prior to the effective date of the termination.

11. TRANSFERS

11.1 Right to Transfer.

(a) General. The Developer may Transfer its interests, rights or obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time (a “Transferee”) during the term of this Agreement without approval of the City. For purpose of this Agreement, the Transferee must be considered the “owner” of that portion of the Property which is covered by such transfer.

(b) Assumption Agreement. Upon a Transfer of this Agreement, the Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent the Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) the Developer has provided to the City prior or subsequent written notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to the City, the assigned obligations of the Developer. Following any such Transfer of any of the rights and interests of the Developer under this Agreement, in accordance with Section 10.1(a) above, the exercise, use, and enjoyment of such rights shall continue to be subject to the terms of this Agreement to the same extent as if the Transferee were the Developer; provided, however, that, to the extent released as provided above, any Default by the Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by the Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, the Developer may, but is not obligated to, resume Transferee’s obligations upon written notification to the City.

12. INDEMNITY

12.1 Third-Party Litigation.

(a) Non-liability of the City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of state law. The Parties acknowledge that:

i. In the future there may be challenges to the legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the

provisions of this Section 12, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that, on the Approval Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) **Revision of Land Use Restrictions.** If for any reason the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and with the Parties' prior written consent, in order to comply with such judicial decision.

(c) **Participation in Litigation; Indemnity.** The Developer agrees to indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including, but not limited to, attorneys' fees and costs) against the City for any Claims or Litigation which arise during the Term of this Agreement, except to the extent such Claims or Litigation are the result of the City's sole negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such Claims or Litigation and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. The Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse the City for any necessary legal cost incurred by the City. If the Developer fails to do so, the City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if the City chooses not to defend the Claims or Litigation, it shall have no liability to the Developer. The Developer's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

12.2 **Hold Harmless: Developer's Construction and Other Activities.** The Developer hereby agrees to, and shall defend, save and hold the City and its elected and appointed board commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any third party damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' performance under this Agreement, whether such performance be by the Developer or by any of Developer's agents, contractors or subcontractors or by any one or more Persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors, in each case, during the Term of this Agreement and except

to the extent such Claims or Limitation are the result of the City's negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such claim, action or proceeding against the City and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing herein is intended to make the Developer liable for the acts or negligent omissions of the City's officers, employees, agents, contractors of subcontractors or any liability arising therefrom.

12.3 Survival of Indemnity Obligations. All indemnity obligations set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

13. EFFECT OF AGREEMENT ON TITLE

13.1 Subject to the provisions of Sections 11 and 15:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each Person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other Person succeeding to an interest in such lands.

14. PARTIES' OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

14.1 Non-liability of Parties' Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement. No member, official, agent, contractor, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest, Warranty, and Representation of Non-Collusion. No official,

officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute, ordinance or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interest found to be “remote” or not an “interest” pursuant to California Government Code Sections 1091 through 1091.5. The Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting the Developer in the negotiation and documentation of this Agreement. The Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. The Developer is aware of and understands that any such act(s), omission(s) or other conduct in violation of applicable law resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

14.3 Covenant Against Discrimination. The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

15. MORTGAGEE PROTECTION.

15.1 Developer’s Breach Not Defeat Mortgage Lien. The Developer’s breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage made in good faith and for value but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee’s sale, deed or assignment in lieu thereof, or otherwise.

15.2 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement, the Development Plan, or applicable law.

15.3 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever the City shall deliver any notice or demand to the Developer with respect to any Default or alleged Default by Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such holder as may be identified in such a written request by such holder.

15.4 Right to Cure. Each holder (insofar as the rights of the City are concerned) shall have the right, at its option, within thirty (30) days after the receipt of the notice, and thirty (30) days after Developer's cure rights under Section 10.2 have expired, whichever is later, to:

(a) Commence to obtain possession, if necessary, and commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest.

15.5 Changes Requested by Lenders. The City acknowledges that any prospective lender(s) providing financing for the Project may require or desire certain modifications to the terms of this Agreement (including, without limitation, the terms of this Section 15) and the City agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. The City shall not unreasonably withhold its consent to any such requested modification provided such modification is consistent with the intent and purposes of this Agreement. Any such modifications shall be considered minor modifications subject to the provisions of Section 7.4.

16. GENERAL

16.1 Estoppel Certificates. Either Party (or a holder or prospective holder of a mortgage under Section 15) may at any time and from time to time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) This Agreement is in full force and effect and is a binding obligation of the Parties;

(b) This Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under this Agreement to the actual knowledge of the Party signing the Estoppel Certificate or, if there are existing defaults, identifying them.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. An Estoppel Certificate may be relied on by assignees and holders or prospective holders of a mortgage.

16.2 Force Majeure. The Term of this Agreement and the time within which the Developer or the City shall have the right or be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of

such act is delayed due to war, acts of terrorism, insurrection, strikes, lock-outs, other labor disputes, labor or material shortages, riots, civil disturbances, floods, earthquakes, fires, windstorms, hail, casualties, natural disasters, acts of God, acts of the public enemy, epidemics or pandemics, quarantine or other public health restrictions, freight embargoes, lack of transportation attributable to any of these, acts or failure to act of the other Party, acts or the failure to act of any public or governmental agency or entity (except that acts or failure to act of the City shall not excuse performance by City), legal or governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party Claims or Litigation as described in Section 12.1 of this Agreement, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of obtaining knowledge of the commencement of the cause, or from the time such written notice by the Party claiming such extension is actually sent to the other Party, if such written notice is sent more than thirty (30) days after obtaining knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

16.3 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

16.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the procedures set forth in Section 12.1(b).

16.5 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend any action or proceeding against the other Party in connection with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable, out-of-pocket costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable, whether or not such action is prosecuted.

16.6 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees comprising Developer (if more than one).

16.7 Time of Essence. Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

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

16.9 No Third-Party Beneficiaries. The only parties to this Agreement are the Developer and the City. Except with respect to the holder or prospective holder of any mortgage who shall be entitled to rely upon the provisions of Section 15 hereof to the same extent as if such holder were a party to this Agreement, there are no third-party beneficiaries of this Agreement and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

16.10 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

16.11 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

16.12 Notice.

(a) To the Developer. Any notice required or permitted to be given by the City to the Developer under this Agreement shall be in writing and delivered: (1) personally to Developer or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, and (2) by e-mail, addressed as follows:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo
E-Mail:

or such other address as the Developer may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, addressed as follows:

City of Montebello
1600 W Beverly Blvd

Montebello, CA 90640
Attention: Planning & Community Development Director
E-Mail: JPalombi@cityofmontebello.com

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney
E-Mail: aglasman@agclawfirm.com

or such other address as the City may designate in writing to the Developer.

(c) Notices provided pursuant to this Section shall be deemed received as of the earlier of: (i) date of delivery as shown on the affidavit of personal service or the courier or delivery service receipt; or (ii) date receipt of e-mail notice is acknowledged.

16.13 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.15 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

16.16 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16.17 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Operative Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record this Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.18 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this

Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

SAN GIORGIO, LLC, a California Limited Liability Corporation

By: _____

Name: _____

Its: _____

CITY OF MONTEBELLO, a municipal corporation

By: _____

Name:

Its: City Manager

APPROVED AS TO FORM:

By: _____

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____

Christopher Jimenez
City Clerk

[Principle Signatures to be Notarized]

EXHIBIT “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT “B”

Site Map/Plan

EXHIBIT “C”

Form of Affordable Housing

Regulatory Agreement and Declaration of Restrictive Covenants

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code
Section 27383

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

Between

THE CITY OF MONTEBELLO,

a municipal corporation

("City")

and

SAN GIORGIO, LLC

A California Limited Liability Corporation

("Developer")

**AFFORDABLE HOUSING REGULATORY AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this “Agreement”) is entered into for reference purposes as of _____, 20__ (the “Effective Date”), by and between the **CITY OF MONTEBELLO**, a California municipal corporation (the “City”) and **SAN GIORGIO, LLC**, a California Limited Liability Corporation (the “Developer”). The City and the Developer are individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. The Developer holds a legal or equitable interest in certain real property which is located in the City of Montebello, and are more particularly described in the “Legal Description of Property” attached hereto as Exhibit A as shown on the “Site Map” attached hereto as Exhibit B.

B. In 2022, the Developer submitted an application to City for the development of a residential housing project consisting of the development and construction of sixteen (16), new townhouse-style units within a 19,140 square foot development site on the Project Site of which, four (4) units shall be restricted to and available at affordable rent, adjusted for household size, to Lower Income Households or below (as defined in Section 50079.5 of the California Health and Safety Code) and as periodically published by the California Department of Housing and Community Development for a term of fifty-five years (55).

C. On _____, 20__, the City Council adopted, Ordinance No. _____ approving a development agreement dated _____, 20__ pursuant to Government Code Sections 65864 et seq. authorizing the development of the Project affording the Developer greater project latitude, flexibility, development certainty, and vested rights to complete the Project in exchange for certain public benefits provided to the City (the “Development Agreement”).

D. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to the City to enter into the Development Agreement, the Developer offered and agreed to provide the Affordable Units, among other public benefits, pursuant to Section 4.3 of the Development Agreement.

E. Pursuant to section 17.47 of the MMC (Housing Opportunity Overlay Zone), the Developer has agreed to restrict no fewer than twenty percent (20%) of the units for Lower Income Households.

F. To ensure the continued affordability of the Affordable Units for the Term, this Agreement shall be executed and recorded against the Property prior to the recordation of any parcel map or final subdivision map or issuance of building permits for the Project, whichever occurs first.

G. The purpose of this Agreement is to restrict the occupancy and rents of the Affordable Units for the benefit of Lower Income Households as set forth in this Agreement. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Developer and Developer's successors and assigns for the full term of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"Adjusted for Family Size Appropriate for the Unit" means, in the absence of pertinent federal statutes applicable to the Project, adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three (3) persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter.

"Affordable Housing Occupancy Date" means the date of issuance by the City of a certificate of occupancy for the residential apartment units on the Property, to be memorialized by the Parties through execution and recordation of the Certificate of Completion.

"Affordable Units" means the four (4) income restricted, multi-family residential rental units for occupancy by Lower Income Households.

"Applicable Laws" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of California, the County of Los Angeles, City of Montebello, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer, or the Project.

"Affordable Rent" means a monthly Rent that does not exceed one-twelfth of thirty percent (30%) times 60 percent (60%) of the AMI, Adjusted for Family Size Appropriate for the Unit or, for Lower Income Households with a Gross Income that is greater than 60% of AMI, one-twelfth of thirty percent (30%) times the household's actual Gross Income. For purposes of this definition, "Rent" includes a reasonable utility allowance for utilities, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, Internet, or cable or subscription TV plus other fees and charges required to be paid by tenants of the Affordable Units on a non-optional basis.

"Area Median Income" or "AMI" means the median income for the County of Los Angeles, California, adjusted for the actual number of persons in the applicable household, as determined by HUD pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to

time by HCD in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

“Certificate of Compliance” means the form attached hereto as Exhibit C.

“City” means the City of Montebello, a California municipal corporation.

“City Documents” means the Development Agreement and this Agreement.

“City’s Authorized Representative” means the Director of Planning and Community Development, or his or her designee.

“Claims” is defined in Section 19.

“Developer” means **San Giorgio, LLC**, a California limited liability company, or its assignee.

“Effective Date” means the date set forth in the first paragraph of this Agreement.

“Gross Income” means the combined, gross, pre-tax income of all adult occupants of the applicant household, as calculated under California Code of Regulations, Title 25, Section 6914.

“HCD” means the State of California Department of Housing and Community Development.

“HUD” means the U.S. Department of Housing and Urban Development.

“Indemnitees” is defined in Section 19.

“Lower Income Households” shall have the meaning defined in California Health and Safety Code Section 50079.5 and as periodically published by the California Department of Housing and Community Development.

“Management Agreement” is defined in Section 15.b.

“Market Rate Unit” means a unit that is not restricted for rent or sale to a particular affordability level.

“Marketing and Management Plan” or “Plan” is defined in Section 15.f.

“Party” or “Parties” respectively means the City and the Developer individually or collectively.

“Project” is defined in Recital B.

“Property” is defined in Recital A.

“Property Manager” is defined in Section 15.b.

“Regulations” means Title 25 of the California Code of Regulations.

“Tenant” shall mean a household occupying an Affordable Unit.

“Term” means the term of this Agreement, commencing upon the Effective Date and ending on the Termination Date.

“Termination Date” is the date that is fifty-five (55) years after the Affordable Housing Occupancy Date.

2. Use and Affordability Restrictions. The Developer hereby covenants and agrees, for itself and its successors and assigns, that the Affordable Units shall be used solely in compliance with the Development Agreement and Development Plans as the term is defined under Section 1.18 of the Development Agreement, and the requirements set forth herein. The Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of the City.

3. Construction of Affordable Units.

a. The Parties intend that all of the Affordable Units shall be constructed concurrently with, or earlier than the construction of the Market Rate Units. The City’s Authorized Representative may approve, in its sole discretion (which may be withheld for any reason), a modified construction schedule if this timing requirement will create unreasonable delays in the issuance of certificates of occupancy for Market Rate Units and if the Developer provides satisfactory assurance, as approved by the City’s Authorized Representative, that the Affordable Units will be completed prior to completion of all of the Market Rate Units. Each Affordable Unit shall be inspected by the City prior to occupancy to determine that it meets the construction and other standards required by this Agreement.

b. The design, appearance, and general quality of the Affordable Units shall be consistent with the design review standards that are part of the Development Plan and shall be of the same level of materials and finishes as the Project’s Market Rate Units.

4. Income Mix for Affordable Units. A minimum of four (4) Affordable Units shall be made available for rent to Lower Income Households or lower in accordance with Section 5, below.

5. Lower Income Restrictions.

a. Affordability Requirements. For a term of fifty-five (55) years commencing upon the Affordable Housing Occupancy Date, each Affordable Unit shall be rented at an Affordable Rent to (or if vacant, available for occupancy by) a Lower Income Household.

Notwithstanding the foregoing, to the extent permitted by law, if a subsidy program under Section 8 of the Housing Act of 1937, as amended, or any other comparable subsidy program, is available to a Tenant or prospective Tenant, Developer may accept and participate in the subsidy program (voucher), and rent the Affordable Unit at the rental rate established by and permitted under the program as defined by HUD, as adjusted for household size. The Tenant's portion of the rent shall not exceed an Affordable Rent, however the Tenant's portion can be less. The amount of rent Developer may receive through the subsidy program can exceed the Affordable Rent, however it shall not be less.

b. Household Income Increases. If upon recertification of an Affordable Unit Tenant's Gross Income, the Developer determines that such Tenant's Gross Income has increased and exceeds the qualifying income for a Lower Income Household, then upon the expiration of such Tenant's lease and following sixty (60) days' notice, and if so permitted by local and state law, such tenant shall be required to vacate the unit and the Developer shall rent the unit to a Lower Income Household (or, in the alternative, Owner may increase the rent to market-rate rent for the Affordable Unit and designate another unit as an Affordable Unit and rent that unit to a Lower Income Household, provided that a comparable unit is then available) to restore the affordability mix required by this Agreement. In addition, should a Tenant's Gross Income exceed the qualifying income for a Lower Income Household, and should this section cause the Tenant's Rent to exceed the requirements of this Agreement, the Developer shall still be deemed in compliance with this Agreement until such time as Tenant is required to move out pursuant to this Agreement, at which point the Affordable Unit shall be rented as an Affordable Unit as needed to restore the affordability mix required by this Agreement.

6. No Condominium Conversion. To the extent permitted by law, in the event that the Developer converts Project units to condominium or cooperative tenancy or sells condominium or cooperative rights to the Project or any part thereof during the Term of this Agreement, the Affordable Units shall remain rental units under the terms of this Agreement during the Term of this Agreement.

7. Tenant Certification. For each Affordable Unit, prior to the initial occupancy of such Affordable Unit, and upon each successive lease or annual lease renewal for such Affordable Unit thereafter for the remainder of the term of this Agreement, the Developer or the Developer's authorized agent shall obtain from that household a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

- (i) The identity of each household member; and
- (ii) The total household Gross Income.

The Developer shall retain such certificates for not less than three (3) years, and upon the City's request, shall provide copies of such certificates to City and make the originals available for the City inspection.

8. Affordable Unit Occupancy. In the Affordable Units, no fewer than one occupant shall be allowed per bedroom, unless a reasonable accommodation is required pursuant to state or federal fair housing laws. A studio shall count as a one-bedroom unit for the purposes of these

occupancy requirements. If no Lower Income Households apply within sixty (60) days of an Affordable Unit being available that meet these occupancy standards, the City shall, upon request of the Developer, grant exceptions to the occupancy standards, but only to the extent such exceptions are consistent with Applicable Laws, and do not increase the City's obligations or liabilities under this Agreement, or diminish or impair the City's rights and remedies under this Agreement.

9. Annual Report; Inspections. By not later than April 1 of each year during the term of this Agreement, commencing with the year following the year of the Affordable Housing Occupancy Date (reflecting information from the year of the Affordable Housing Occupancy Date), Developer shall submit an annual report ("Annual Report") to the City in a form reasonably satisfactory to the City, together with Developer's certification that the Affordable Units are in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Affordable Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of residents; (vii) documentation of source of household income; and (viii) the information required by Section 7, above. Upon the written request of the City and not less than four (4) business days' prior written notice, and at no expense to the Developer, the Developer shall allow the City's Authorized Representative to inspect and copy all records documenting the source of household income.

10. Non-Discrimination; Compliance with Fair Housing Laws.

a. Preference for Displaced and Local Residents. In order to ensure that there is an adequate supply of affordable housing within the City of Montebello for residents and employees of businesses within the City, to the extent permitted by law and consistent with the program regulations for funding sources used for development of the Affordable Units, within the pool of eligible applicants, the Developer shall endeavor to give priority to qualified households with members who live or work in the city limits of Montebello. In the event there are fewer applicants for the Affordable Units that meet the criteria specified in this paragraph than there are available Affordable Units, such units shall be made available to members of the general public who are qualified Lower Income Households. Notwithstanding the foregoing, in the event of a conflict between this provision and the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the provisions of such Section 42 shall control if such provisions apply to the project due to Affordable Unit financing sources.

b. Fair Housing. The Developer shall comply with state and federal fair housing laws in the marketing and rental of the Affordable Units. With respect to the Affordable Units, Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

11. Non-Discrimination. The Developer shall not restrict the rental, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The Developer covenants for itself and all persons claiming under or through it, and this

Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Units, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Affordable Units.

12. Reporting Requirements; Access to Information; Inspections.

a. Maintenance of Records. The Developer shall maintain Affordable Unit tenant leases, income certifications and other matters related to the leasing of the Affordable Units for a period of not less than three (3) years after the final date of occupancy by the tenant. Records related to compliance with this Agreement must be kept accurate and up-to-date. The City shall notify the Developer of any records it deems insufficient. The Developer shall have thirty (30) calendar days from such notice to correct any specified reasonable deficiency in the records, or, if more than thirty (30) days shall be reasonably necessary to correct the deficiency, the Developer shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

b. Access to Records; Inspections.

(i) The Developer shall provide to the City and its authorized agents and representatives reasonable access to any books, documents, papers and records associated with the Affordable Units for the purpose of making audits, examinations, excerpts and transcriptions in connection with monitoring compliance with this Agreement, during normal business hours of the Developer, upon the City's written request and not less than four (4) business days' prior written notice, and at no expense to the Developer.

(ii) With four (4) business days' prior written notice, during normal business hours and as often as may be deemed necessary, and at no expense to the Developer, the City and its authorized agents and representatives shall be permitted access to and the right to examine the Affordable Units and to interview tenants and employees of the Affordable Units, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement.

(iii) Matters discovered by the City shall not be disclosed to third parties unless required by law or unless otherwise resulting from or related to the pursuit of any remedies or the assertion of any rights of the City hereunder subject to any right of Developer to seek a protective order to prevent the disclosure of any confidential or privileged information.

13. Term of Agreement.

a. Term of Restrictions. This Agreement shall commence upon the Effective Date and shall remain in effect until the Termination Date.

b. Effectiveness Survives Conveyance of Property. This Agreement shall remain effective and fully binding on all portions of the Property for the full term hereof, regardless of any sale, assignment, transfer, refinancing, or conveyance of the Affordable Units or Project A or any part thereof or interest therein.

c. Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the Term.

14. Binding Upon Successors; Covenants to Run with the Land. The Developer hereby subjects its interest in the Affordable Units to the covenants and restrictions set forth in this Agreement. The City and the Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Developer and the City, regardless of any sale, assignment, refinancing, conveyance or transfer of the Affordable Units, or any part thereof or interest therein, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. Any successor-in-interest to the Developer, including without limitation any purchaser, transferee or lessee of the Affordable Units (other than the tenants of the individual Affordable Units) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, lease or other instrument affecting or conveying the Affordable Units or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, lease or other instrument. If any such contract, deed, lease or other instrument has been executed prior to the date hereof, the Developer hereby covenants to obtain and deliver to the City an instrument in recordable form signed by the parties to such contract, deed, lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

The Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Affordable Units in favor of the City.

Without limiting the generality of the foregoing, the Developer and the City hereby declare their understanding and intent that:

(i) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by the Developer;

(ii) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Property in that the Developer's legal interest in the Property and all improvements thereon are rendered less valuable thereby; and

(iii) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the Affordable Unit tenants.

(iv) All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon the Developer and its successors in interest for the benefit of the City, and such covenants and restrictions shall run in favor of the City for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenant and restrictions relate.

15. Project Construction; Property Management; Repair and Maintenance; Marketing.

a. Management Responsibilities. The Developer shall be responsible for all management functions with respect to the Affordable Units, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Affordable Units.

b. Management Entity. If the Developer enters into a separate property management agreement ("Management Agreement") with a property management company or other organization in order to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Developer's obligations under this Agreement with respect to the Affordable Units are satisfied ("Property Manager"), the Management Agreement shall not relieve the Developer of its primary responsibility for proper performance of management duties. The Property Manager shall have the requisite skill and experience to implement the Marketing and Management Plan required under Section 15.f. of this Agreement.

c. Management Policies. The Developer shall adopt and implement written management policies with respect to the Affordable Units that comply with the provisions of this Agreement. The Developer shall provide copies of its management policies to the City upon their initial adoption and thereafter upon the City's written request.

d. Repair, Maintenance and Security. Throughout the term of this Agreement, the Developer shall at its own expense, maintain the Affordable Units in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, the Developer agrees to maintain the Affordable Units (including without limitation, the residential units, common areas, landscaping, driveways, parking areas and walkways) in a condition free of all waste,

nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Affordable Units. The Developer shall prevent and/or rectify any physical deterioration apart from reasonable wear and tear of the Affordable Units and shall make all repairs, renewals and replacements necessary to keep the Affordable Units and the improvements located therein in good condition and repair. The Developer shall provide adequate security measures, including without limitation, the installation of adequate lighting and deadbolt locks.

e. Additional Requirements. All construction work and professional services for the Affordable Units shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California if required under local law. To the extent allowed by state and federal laws, the Developer shall limit the installation of satellite dish, antenna and other such equipment to screened locations on the Affordable Unit buildings as approved by the City. The Developer shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

f. Marketing and Management Plan. Prior to the issuance of a certificate of occupancy for the residential apartment units on the Property, the Developer shall adopt and implement and transmit to the City a plan for marketing and managing the Affordable Units (the "Marketing and Management Plan" or "Plan"). The Marketing and Management Plan shall address in detail how the Developer plans to market the Affordable Units to prospective Lower Income Households in accordance with fair housing laws and this Agreement, the Developer's tenant selection criteria, and how the Developer plans to certify the eligibility of Lower Income Households. The Plan shall also describe the management team and shall address how the Developer and the management entity plan to manage and maintain the Affordable Units. The Developer shall provide a copy of the Marketing and Management Plan to City upon its initial adoption, and thereafter upon the City's written request and in connection with material modifications to the Marketing and Management Plan. The Developer shall abide by the terms of the Marketing and Management Plan in marketing, managing, leasing, and maintaining the Affordable Units and the Project.

g. Fees, Taxes, and Other Levies. The Developer shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Affordable Units, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, the Developer shall not be required to pay any such charge so long as: (a) the Developer is contesting such charge in good faith and by appropriate proceedings, (b) the Developer maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, the Developer immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. Developer shall have all rights under Applicable Law to appeal the valuation of the Project (including but not limited to the Affordable Units, any improvements, fixtures or appurtenances, and any personal property) for tax purposes, and nothing herein shall be deemed to preclude Developer from applying for a Welfare Exemption or other taxation relief as a result of the affordability and public benefit provided by the Affordable Units.

h. Property Damage or Destruction. If any part of the Affordable Units are damaged or destroyed, the Developer shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within one year thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders providing financing for the construction of the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

16. Recordation; Subordination. This Agreement shall be recorded in the Official Records of County of Los Angeles no later than the date on which the final subdivision map for the Project is recorded or issuance of building permits for the Project. Developer hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Affordable Units. The City shall not unreasonably withhold its consent to subordinate this Agreement to the deeds of trust and regulatory agreements required by Developer's construction and permanent lenders (each a "Senior Interest") in a form reasonably approved by the City, if the subordination request meets the following conditions:

(i) All of the proceeds of loans related to the proposed Senior Interest, less any transaction costs, must be used to provide construction and/or permanent financing for the Affordable Units or the Project.

(ii) The subordination agreement(s) must be structured to minimize the risk that this Agreement would be extinguished as a result of a foreclosure by the proposed lender of a Senior Interest (each a "Senior Lender") or other holder of the Senior Interest. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by the Developer, including: (i) providing the City or its successor with copies of any notices of default in the same manner as provided to the Developer at the same time or promptly thereafter such notice is provided to the Developer; and (ii) providing the City with a cure period of at least thirty (30) days to cure any default.

(iii) The subordination does not require the consent of the Senior Lender prior to the City exercising remedies available to the City under this Agreement.

17. No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Affordable Units shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

18. Default and Remedies.

a. **Events of Default.** An Event of Default shall arise hereunder if the Developer fails to perform any obligation under this Agreement and fails to cure such default within thirty (30) days after the City has notified the Developer in writing of the default, or if the default cannot be cured within thirty (30) days, has failed to commence to cure within thirty (30) days and thereafter diligently pursued such cure and completed such cure within a reasonable time.

b. **Remedies.** Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, the City may proceed with any of the following remedies:

i. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

ii. For violations of obligations with respect to rents for residential units in the Affordable Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; and/or

iii. Pursue any other remedy allowed under the City Documents or at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under Applicable Law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement. Any failure or delay by the City in asserting any of its rights or remedies, including specific performance, as to any Event of Default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19. **Indemnity.** To the fullest extent permitted by law, the Developer shall indemnify, defend and hold the City and its elected and appointed officers, officials, employees, agents, consultants, contractors and representatives (collectively, the “Indemnitees”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “Claims”) arising directly or indirectly, in whole or in part, as a result of or in connection with the Developer’s performance of or any failure to perform any obligation as and when required by this Agreement. The Developer’s indemnification obligations under this Section 19 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 19 shall survive the expiration or earlier termination of this Agreement.

20. **Expenses.** The Developer agrees to pay an annual monitoring fee for compliance with this Agreement, which fee shall initially be \$20 per Affordable Unit per year, as may be

modified by resolution of the City's City Council ("City Council") which is in force and effect for a similar class of affordable units.

21. Miscellaneous.

a. Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of The County of Los Angeles.

b. No Waiver. Any waiver by the City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by the City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or Applicable Law. No failure or delay by the City at any time to require strict performance by the Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

c. Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All notices, demands or communications shall be sent by personal delivery or by reputable overnight delivery service (which provides a delivery receipt) (and not by the United States Postal Service) postage prepaid, and, if to the Developer, also by e-mail. Any notice, demand or communication shall be deemed given, received, made or communicated as of the earlier of the date personal delivery is effected or, if sent in the manner herein specified, on the delivery date or date delivery is refused by the addressee, or, if sent to the Developer by e-mail, the date receipt of e-mail notice is acknowledged. Either party may change its address at any time by giving written notice of such change to the City or to the Developer as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Any notice to be delivered to the Developer shall be addressed as follows:

To the Developer: San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo
E-Mail:

Any notice to be delivered to City shall be addressed as follows:

To the City: City of Montebello
1600 W Beverly Blvd

Montebello, CA 90640
Attention: Planning & Community
Development Director
E-Mail: JPalombi@cityofmontebello.com

With copy to: Alvarez-Glasman & Colvin
13181 Crossroads Parkway
North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney
E-Mail: aglasman@agclawfirm.com

d. Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

e. Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Developer and the City shall not be construed as a joint venture, equity venture, partnership or any other relationship. The City neither undertakes nor assumes any responsibility or duty to the Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. The Developer and its employees are not employees of the City but rather are, and shall always be considered independent contractors. Furthermore, the Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of the City. Except as the City may specify in writing, Developer shall not have any authority to act as an agent of the City or to bind the City to any obligation.

f. Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

g. No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of any person other than the parties and their permitted successors and assigns.

h. Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to the Developer or its successor or for any obligation of the City under this Agreement.

i. Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to

its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Montebello shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

j. Time is of the Essence. Time is of the essence in the performance of this Agreement.

k. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of The County of Los Angeles, California or in the Federal District Court for the Northern District of California.

l. Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

m. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

n. Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibit A, Exhibit B, and Exhibit C attached hereto are incorporated herein by this reference.

o. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

SAN GIORGIO, LLC, a California limited liability company (“Developer”)

By:_____

Name:

Title:

CITY OF MONTEBELLO, a municipal corporation (“City”)

By:_____

Name:

Title: City Manager

APPROVED AS TO FORM:

By:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By:

Christopher Jimenez
City Clerk

[Principal Signatures to be notarized]

Exhibit A
to Regulatory Agreement

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Exhibit B
to Regulatory Agreement

Exhibit C
to Regulatory Agreement

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code
Section 27383

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION ("Certificate of Completion") is made by the **CITY OF MONTEBELLO**, California municipal corporation (the "City"), in favor of **SAN GIORGIO, LLC**, a California limited liability corporation (the "Developer"), as of the date set forth below.

RECITALS

A. The City and the Developer have entered into that certain Affordable Housing Regulatory Agreement ("Agreement") dated _____, 20__, concerning the development of affordable multifamily rental housing on certain real property situated in the City of Montebello, California, as more fully described in Exhibit A attached hereto and made a part hereof (the "Property"). The Agreement was recorded in the Official Records of The County of Los Angeles on _____, 20__, as Instrument No. _____.

B. As referenced in Section 1 of the Agreement, the Affordable Housing Occupancy Date shall mean the date of issuance by City of a certificate of occupancy for the residential apartment units on the Property, as memorialized in a Certificate of Completion to be executed by City and Developer and recorded in the Official Records of The County of Los Angeles.

NOW, THEREFORE, the City and the Developer hereby agree as follows:

1. The City has issued to the Developer a certificate of occupancy for the residential apartment units on the Property as of _____, 20__. Accordingly, as provided in the Agreement, the Affordable Housing Occupancy Date shall mean _____, 20__ and the Termination Date shall mean _____, 20__.

2. This Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the construction and development of the Project (as defined in Section 1 of the Agreement) or any portion thereof. This Certificate of Completion is not a notice of completion as referred to in Section 8182 of the California Civil Code.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, City and Developer have executed this Certificate of Completion this _____ day of _____, 20__.

SAN GIORGIO, LLC, A California Limited Liability Corporation (“Developer”)

By: _____
Name:
Title:

CITY OF MONTEBELLO, a municipal corporation (“City”)

By: _____
Name:
Title: City Manager

[Principal Signatures to be Notarized]

Exhibit A
to Certificate of Completion

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community Development

WITH COPY TO:

San Giorgio, LLC
P.O. Box 518
Montebello, CA 90640
Attn: Joseph De Lorenzo and Anthony De Lorenzo

APN(s):

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees pursuant to Government Code
Section 27383

**DENSITY BONUS HOUSING AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

BY AND BETWEEN

THE CITY OF MONTEBELLO,
A California Municipal Corporation

and

SAN GIORGIO, LLC
A California Limited Liability Corporation

DENSITY BONUS HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Density Bonus Housing Agreement and Declaration of Restrictive Covenants (the “Agreement”) is effective as of the ____ day of _____, 2023 (the “Effective Date”) by and between the **CITY OF MONTEBELLO**, a municipal corporation (the “City”), and **SAN GIORGIO, LLC**, a California limited liability company (the “Owner”). The City and the Owner are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. As of the Effective Date, the Owner is the current owner in fee of that certain real property located at: 608, 612 and 616 Hart Place in the City of Montebello, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the “Property”).

B. The Owner, or a general partner of Owner, submitted to the City a request for a zone change, site plan review, and tentative parcel map (“Case No. PC-2022-003-SPR-ZC-TPM”), Development Agreement (“DA”) No. 01-22, and a Density Bonus Agreement) to allow the development of a multi-family rental project consisting of sixteen (16) units, four (4) units of which are to be rent restricted at an affordable housing cost to Low Income Households and the remaining residential units will be rented out at market rental rate (the “Project”). The Property is currently located in a Commercial Restricted (C-R) Zone—an approval of the Zone Change and Housing Opportunity Overlay Zone as permitted under Montebello Municipal Code (“MMC”), Title 17, Chapter 17.47 (Housing Opportunity Overlay Zone) would permit construction of the contemplated multi-family residential housing.

C. Pursuant to California Law (Government Code sections 65915-65918) (the “State Density Bonus Law”) and Section 17.47 of the MMC (Housing Opportunity Overlay Zone), projects that include specified levels of affordable housing are entitled to apply for and receive certain density bonuses, concessions, and incentives, and waivers or reductions of development standards in order to facilitate the economic and physical feasibility of those projects.

D. Since the Owner is proposing to restrict four (4) residential units of the sixteen (16) residential units of the maximum allowable gross residential density to Low Income Households, the Owner is entitled to thirty-five percent (35%) density bonus above the otherwise maximum allowable residential density, pursuant to Government Code section 65915(f), and three (3) concessions or incentives pursuant to Government Code section 65915(d)(2)(C), and waivers pursuant Section 65915(e)(1).

E. The Owner has also requested certain concessions or incentives and waiver or reduction of development standards relating for the Project. The purpose of this Agreement is to implement the density bonus, concessions or incentives, waiver or reduction of development standards and to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the density bonus units and concessions or incentives and waiver or reduction of development standards.

F. On _____, the City of Montebello Planning Commission (“Planning Commission”) adopted Planning Commission Resolution No. _____ recommending approval to the City’s City Council (“City Council”) of Case No. PC-2022-0003-SPR-ZC-TPM, ENV No. 13-22-CE, Density Bonus Agreement, and Ordinance No. _____ approving DA No. 01-22.

G. On _____, the City Council approved Case No. PC-2022-0003-SPR-ZC-TPM, ENV No. 13-22-CE, and the Density Bonus Agreement.

H. On _____, the City Council adopted Ordinance No. _____ approving DA No. 01-22.

I. The City desires to encourage and facilitate the development of affordable housing.

J. The development of the Project on the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1 **“Adjusted by Household Size Appropriate to the Unit”** shall mean means the household size as defined under California Health & Safety Code section 50052.5(h). The determination of an occupant's status as an Eligible Household (defined below) shall be made by Owner prior to initial occupancy of an Affordable Unit in the Project by such occupant.

1.2 **“Affordable Unit” or “Affordable Units” or “Target Unit”** means individually or collectively, as the case may be, the four (4) residential units that will be required to be rented to and occupied by a Low Income Household at an Affordable Rent in accordance with this Agreement.

1.3 **“Affordable Rent”** shall mean the maximum monthly rental rates for the Affordable Units, calculated as set forth in this Agreement, not to exceed the Affordable Rent for Low Income Households as annually determined pursuant to California Health & Safety Code Section 50053(b)(4), as the date hereof.

1.4 **“Area Median Income”** means the Los Angeles County, California area median income, Adjusted by Household Size Appropriate to the Unit, as periodically published by the State of California Department of Housing and Community Development in section 6932 of Title 25 of the California Code of Regulations, or successor regulation.

1.5 **“Density Bonus Units”** means the units in addition to the base units that shall develop pursuant to the density allowance in State Density Bonus Law, the Montebello Municipal Code, and the terms and conditions of this Agreement, of which Developer would not be entitled to develop without providing the Affordable Units.

1.6 **“Eligible Household”** shall mean a person or family that meets the definition of Low Income Household.

1.7 **“Low Income Household”** means persons and households as defined under California Health & Safety Code section 50079.5.

2. DEVELOPMENT OF THE PROPERTY

2.1 Overall Project. The Owner shall develop, or cause to be developed, the Property with sixteen (16) two (2) bedroom residential units, four (4) of which shall be restricted to rental by Low Income Households and twelve (12) market rate rental units, along with appurtenant amenities.

2.2 Total Number of Affordable Units; Location, Size, Number of Bedrooms. The Project shall have a minimum of four (4) Affordable Units and appurtenant amenities, pursuant to the terms and conditions of this Agreement. Each Affordable Unit shall be a two (2) bedroom unit. The Affordable Units shall be rented to Low Income Households whose income does not exceed the income restrictions pursuant to California Health & Safety Code section 50053. The Affordable Units shall be located throughout the Project, not clustered in one area or building, and shall be distributed in the same proportion as market rate units within the Project.

Each Affordable Unit within the Project shall be the same or substantially the same size as the equivalent sized market rate unit and have the same parking as required by the City and other appurtenant amenities as approved by the City for the Project and shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, which shall be the same type and quality of materials as provided for the balance of the market rate units.

2.3 Facilities. All of the units in the Project shall contain facilities adequate for living, sleeping, eating, cooking and sanitation in accordance with all applicable federal, state and local laws and codes. The development and maintenance of the units shall comply with the City’s building code and all other applicable local codes, development standards, ordinances and zoning ordinances in effect, and the units shall be decent, structurally safe and sanitary and shall conform to the building, electrical, plumbing, mechanical and energy codes that have been adopted by the City. To the extent applicable, the Project shall comply with the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Development Act of 1973 (29 U.S.C. 794) and, if applicable, the design and construction requirements at 24 CFR 100.205 for covered multifamily dwellings, as defined at 24 CFR 100.201, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

2.4 Restrictions. None of the units in the Project will at any time be utilized on a transient basis or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, or trailer court or park, or any other use that is inconsistent or incompatible with this Agreement.

2.5 Waiver of Density Bonus Units. In accordance with the State Density Bonus Law, the Owner is entitled to a thirty-five percent (35%) density bonus in exchange for designating four (4) Affordable Units. However, Developer has elected to forego and waives all density bonus units that the Developer is entitled to receive under State Density Bonus Law.

2.6 Concessions or Incentives; Waiver or Reduction of Development Standards. Under the State Density Bonus Law, the City is required to provide concessions or incentives in addition to the density bonus itself. In exchange for restricting 25% of the base units for low income pursuant to Government Code Sections 65915(d)(2)(C) and (e)(1).

2.6.1 The Parties agree that Owner shall receive the following concession, incentives, and waivers:

- (a) Increase in the maximum allowable lot coverage from 60% to 67.2%.
- (b) Reduction in the minimum required private open space from 2,400 square feet to 910 square feet.
- (c) Reduction in the minimum required total open space (including private and common open space) from 4,800 square feet to 4,770 square feet.
- (d) Reduction in the required additional setback for portion of building over fifteen feet:
 - 1. Required front setback reduced from 26 feet to 20 feet and 2 inches
 - 2. Required side setback reduced from 11 feet to 10 feet and 2 inches
 - 3. Required rear setback reduced from 16 feet to 10 feet and 2 inches
- (e) Increase in the maximum allowable building height from 25 feet to 35 feet.

2.6.2 Satisfaction of City's Obligations. The Owner acknowledges and agrees that the concessions, incentives, and waivers identified in Section 2.6.1 are satisfactory to the Owner, and the Owner's receipt of such concessions and incentives are sufficient to fully comply with the requirements of Government Code section 65915 (d)(2).

2.7 Planning Approvals; Environmental Review. The Owner acknowledges that the City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, the California Environmental Quality Act ("CEQA"). Also, as a public entity, the City's action in approving this Agreement may be subject to proceedings to challenge or invalidate this Agreement or mandamus. The Owner assumes the risk of delays and damages that may result to the Owner from any third-party legal actions related to the City's approval of this Agreement or pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) days' advance written notice to the Owner of the City's intent to terminate this Agreement, referencing this Section 2.6, without any further obligation to perform the terms of this Agreement and without any liability to the Owner resulting from such termination, unless the Owner unconditionally agrees in writing to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, such indemnity agreement to be in form and content satisfactory to the City.

2.8 Laws and Regulations; Prevailing Wage. To the extent applicable, the Owner shall cause all construction and other work performed in connection with the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable, the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations, and state residential prevailing wages pursuant to California Labor Code Section

1770 et seq., and the regulations pursuant thereto; and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The construction work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Owner shall be responsible to the City for the procurement thereof, as may be required of the Owner and all entities engaged in work on the Property.

The Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of the Owner, its contractor and subcontractors, to pay prevailing wages as determined pursuant to the prevailing wage provisions of applicable laws and implementing rules and regulations in connection with the construction work or any other work undertaken or in connection with the Property or the Project. The requirements in this Section shall survive any termination of this Agreement.

2.9 Local Marketing of Affordable Units. To the extent permitted by law, the Owner agrees to develop and submit to the City for approval a local marketing plan. The marketing plan shall include reasonable measures for marketing Affordable Units to existing residents, business owners, and individuals employed within City.

3. OCCUPANCY OF UNITS BY ELIGIBLE HOUSEHOLDS

3.1 Income Restrictions. The Project shall have not less than four (4) Affordable Units constructed and available to and occupied by Low Income Households. The Affordable Units shall be available at rents that do not exceed thirty percent (30%) of sixty percent (60%) Area Median Income for Los Angeles County, Adjusted by Household Size Appropriate to the Unit, less a reasonable utility allowance for tenant-paid utilities based on the published utility schedules of the Housing Authority of the County of Los Angeles.

3.2 Affordable Rent. The Owner shall only rent the Affordable Units to Eligible Households at Affordable Rents. For purposes of demonstration only, Exhibit B attached hereto illustrates the steps for calculating Affordable Rents for the Affordable Units. Owner shall not increase Affordable Units' rents more than one (1) time per twelve (12) month period and any increase shall not exceed the permitted Affordable Rent at the time of increase.

3.3 It is further understood that a voluntary transfer, such as a sale, does not permit a reduction in the number of Affordable Units requirement contained in 3.1.

3.4 The income of all adult and emancipated minor persons residing in an Affordable Unit shall be considered for purposes of calculating the applicable income. No less than one (1) person per bedroom shall be allowed. No more than two (2) persons per bedroom plus one (1) additional person equaling a maximum of seven (7) persons per three (3) bedroom Affordable Unit.

3.5 Income Verification. During the Term of this Agreement, the Owner shall, at Owner's sole cost and expense, determine and verify the eligibility of Low Income Households for the rental of the Affordable Units in accordance with the terms and conditions set forth in this Agreement. Verification of eligibility shall be based on the following information and any other information reasonably requested by the City, including but not limited to: photo identification, social security cards, tax returns, employment income, unemployment compensation, Social Security award letter, Supplemental Security Income (SSI), pension/retirement income, Disability income, Welfare, CalWorks, General Relief, child/alimony support,

Veterans' Affairs benefits, other sources of income including cash, bank accounts, interest earned from investments or bank accounts, stocks, annuities, bonds, trust, and other investments, investment property, life insurance policies, educational grants and scholarships. With respect to the initial lease-up of the Affordable Units, the Owner shall submit to the City all supporting documentation establishing that the Affordable Units are to be leased to Eligible Households for review and final approval prior to leasing any Affordable Units.

3.6 Monitoring & Recertification; Annual Report. Within sixty (60) days prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and on each anniversary date thereafter, or if preferred by the Owner and approved in writing by the City, within sixty (60) days prior to January 1 of each year, the Owner shall recertify the income of such Eligible Household based upon the current income of each occupant of the Affordable Unit on a form approved by the City. In the event that recertification demonstrates that a Household's income exceeds the income permitted for Eligible Household, status, the Owner shall perform either of the following: (1) To the extent permitted by applicable law, the occupants' lease shall not be renewed and said occupants shall be required to vacate the unit within one hundred and eighty (180) days after the recertification; or (2) the next available Unrestricted Unit in the Project shall be leased as an Affordable Unit at Affordable Rent to an Eligible Household in accordance with this Agreement. The Owner shall submit an annual report to the City, which includes the name, address and income of each person occupying the Affordable Units, identification of the bedroom size, monthly rent, initial occupancy date, copies of all documents used by the Owner to certify the occupant household qualifies as an Eligible Household (to the extent not previously delivered), and copies of the leases and any amendments (to the extent not previously delivered).

3.7 City Monitoring Fee. For purposes of defraying the monitoring activities required to ensure compliance with the State Density Bonus law and the covenants set forth herein, the Owner shall pay the City Monitoring Fee no later than December 31 of each year during the Term of this Agreement in an amount as established by resolution of the City Council of the City of Montebello. The City shall deliver to the Owner an invoice for the City Monitoring Fee no later than November 30 of the same year for which payment will be due. In the event that City fails to deliver an invoice for the applicable year, the Owner shall have no obligation to pay the City Monitoring Fee for that year only, and the Owner shall not be relieved of the payment obligation for any future City Monitoring Fees for which the City timely delivers an invoice. The City Monitoring Fee shall be used to monitor compliance with the State Density Bonus and covenants set forth herein.

3.7 Monitoring; Recordkeeping. Throughout the term of this Agreement, the Owner shall maintain complete and accurate records pertaining to the Affordable Units, and upon request, shall submit to City within 14 days of request, a rent report for each Unit, containing, at a minimum, (i) the size of unit, (ii) the number of persons in unit, (iii) tenant name, (iv) initial occupancy date, (v) rent paid per month, (vi) gross income per year at the time the resident(s) were last required to re-certify their income, (vii) percent of rent paid in relation to income at the time the resident(s) were last required to re-certify their income, and (viii) copies of those documents used by the Owner to certify the tenant as an Eligible Household. Representatives of the City shall be entitled to enter the Housing Project, upon at least forty-eight (48) hour notice, to monitor compliance with this Agreement, to inspect the records of the Housing Project, including, but not limited to, those records pertaining to tenant eligibility and occupancy of the Affordable Units, and to conduct an independent audit or inspection of such records. The Owner agrees to cooperate with the City in making the said records available for such inspection or audit. The Owner agrees to maintain records in businesslike manner, and to maintain such records for at least three (3) years.

4. DURATION OF AFFORDABILITY RESTRICTIONS. The Affordable Units shall be subject to the requirements of this Agreement for fifty-five (55) years, commencing upon the date of recordation of this Agreement (“Term”). The Owner hereby agrees that the Project is to be owned, managed, and operated as a project for Eligible Households for the term of this Agreement subject to the terms of this Agreement including, without limitation, sections 1.2 and 3.1-3.7, above. Upon the written request of the Owner to City following the conclusion of the fifty-five (55) year affordability period, the City shall execute and record an instrument terminating and releasing the Density Bonus Agreement for the benefit of Owner and which shall not be unreasonably delayed by the City.

5. NON-DISCRIMINATION COVENANTS. The Owner herein covenants by and for itself, its successors or assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Units, nor shall the Owner or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Project. The foregoing covenants shall run with the land.

6. COVENANTS RUNNING WITH THE LAND. The Owner hereby subjects the Project to the covenants, reservations, and restrictions set forth in this Agreement. The City and the Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner’s successors in title to the Project; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire, except the nondiscrimination covenants contained in Section 5 shall remain in perpetuity. The covenants established in this Section 6 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

7. MAINTENANCE AND MANAGEMENT OF PROPERTY.

7.1 Property Maintenance. For the Term of the Agreement, the Owner shall maintain or cause to be maintained the Property and all improvements on the Property in good condition or repair (and, as to landscaping, in healthy condition) and in accordance with all applicable laws, rules, ordinances, and regulations of all federal, state, county, and municipal, and other governmental agencies or bodies having jurisdiction over the Property. The City places prime importance on quality maintenance to ensure that residential developments which include affordable units are not allowed to deteriorate due to substandard maintenance or otherwise maintained in a manner constituting a public nuisance. In addition, the Owner shall keep the Property free from all graffiti and any accumulation of debris or waste material. The Owner shall make all repairs and replacements necessary to keep the improvements in first class condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable materials. In the event that the Owner breaches any of the covenants contained under this Section 7.1 and such default continues for a period of five (5) calendar days after written notice from the City is given to the Owner (or such longer time as specified by the City), then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas of the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts or work of protection, maintenance, and preservation by the City and/or

cost of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Owner to the City upon demand.

7.2 Parking.

7.2.1 Parking Enforcement and Management. The Owner shall prohibit residents from parking vehicles on any unpaved surfaces, such as lawns, gravel, or dirt surfaces. All guest parking spaces shall be reserved for guests and tenants shall be prohibited from parking in designated guest parking spaces. The Owner shall diligently enforce and take corrective action of any violation of parking covenants contained herein, rules promulgated by the Owner for the Project, municipal or state parking regulations as permitted under the law, or such other laws as may be enacted in the future. The Owner shall be required to include all parking requirements set forth in Section 7.2 as part of tenant rules and regulations provided to all tenants upon lease execution.

7.2.2 [Parking Availability in Garages]. Each of the residential units will be assigned a garage designed to accommodate one (1) automobile for 1-bedroom units and two (2) automobiles for 2 to 3-bedroom units. The Owner shall take reasonable steps to inform tenants and ensure that all tenants within the Project shall keep the garage readily available for the parking of the tenants' automobiles within the garage at all times, and shall not store or maintain personal property in the garage or otherwise use the garage or any portion thereof, if such storage or use would prevent, prohibit, and/or impede such tenant from parking one (1) automobile for 1-bedroom units and two (2) automobiles for 2 to 3-bedroom units therein for which said garage was originally designed and constructed to accommodate. Each tenant shall use the parking spaces within their respective garage for parking his or her vehicles. The Owner shall inspect tenant garages quarterly unless sooner notified of violations of this Section. The Owner shall ensure that all tenant leases contain adequate provisions authorizing inspections of all units. The Owner shall notify the City at least seven (7) days in advance of scheduled garage inspections and shall authorize the City to accompany the Owner or its designee during the garage inspections.

7.2.3 Parking Plan. The Owner shall submit to the City a Parking Plan, which shall contain all notices, rules, and regulations regarding tenant parking of vehicles within the Project. The purpose of the Parking Plan shall be to effectively notify and educate tenants of all parking requirements contained in this Agreement, city entitlements, and pursuant to City and State law. The Parking Plan shall be part of terms and conditions of all tenant leases.

8. EVENTS OF DEFAULT. An “Event of Default” shall occur under this Agreement in the event there is a material breach of any provision, condition, covenant, warranty, promise or representation contained in this Agreement, and such breach continues for a period of thirty (30) days after written notice thereof to the defaulting party, the limited partners of the Owner and to any lenders of the Owner that have provided the City with notice information (“Parties With Cure Rights”) without the defaulting party or other person possessing cure rights curing such breach; provided, however, if such default is of the nature requiring more than 30 days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such 30 day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such 30 day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Furthermore, the City agrees that, in the case of a default by the Owner, the City shall give notice of such default to all Parties With Cure Rights and that any such party shall have the right, but not the obligation, to cure the default to the same extent as the Owner and the City agrees to accept cure from any of the Parties With Cure Rights to the same extent as it would be obligated to accept cure from the Owner.

9. REMEDIES; TERMINATION. The occurrence of any Event of Default shall give the non-defaulting party the right to proceed with any and all remedies set forth in this Agreement.

9.1 Owner Default; City’s Remedies. The City’s remedies include, but are not limited to, the following: (i) waive in its sole and absolute discretion such default as not material; (ii) to refuse processing of an application or construction of construction on the Property or any portion thereof owned or controlled by the Owner, including, but not limited to, the withholding of grading, excavation, building, and occupancy permits; (iii) to pursue legal remedies provided by law; (iv) terminate this Agreement Section 9.3; (v) delay or suspend the City’s performance under this Agreement; and (vi) to cure and charge back costs to the Owner in emergency situations, in the good faith determination of the City, an immediate danger to the health or safety or persons or danger to the Property, with such prior notice to the Owner as is appropriate under the circumstances.

9.2 City Default; Owner’s Remedies. The Owner’s remedies include, but are not limited to, the following: (i) waive in its sole and absolute discretion such default as not material; (ii) pursue legal remedies provided by law; (iii) terminate this Agreement pursuant to Section 9.3; and (iv) delay or suspend Owner’s performance under the Agreement which is delayed or precluded by the default of the City.

9.3 Termination. Because of the substantial reliance of both the Owner and the City on the provisions of this Agreement in implementing the development of the Project, both Owner and City desire to avoid termination of this Agreement when other appropriate remedies or procedures to resolve disputes or problems exist. Prior to termination the City and the Owner will meet and confer with the objective of attempting to arrive at a mutually acceptable alternative to termination, which substantially advances the objectives of both in entering into this Agreement. Accordingly, this Agreement may be terminated by a party only under any one or more of the following:

- a. By expiration of its Term, as provided under Section 4 hereof.
- b. By a material breach by a party following expiration of applicable notice and cure periods set forth under Section 8 hereof, for which the non-defaulting party in the good faith exercise of its judgment determines that other remedies hereunder are inadequate or not available to correct such default or provide substantial relief to the non-defaulting party.

9.4 Effect of Termination on Owner Obligations. Termination of this Agreement shall not affect any requirements to comply with the terms and conditions of the applicable zoning, any development plan approvals, approval and acceptance of infrastructure improvements, any applicable permit(s), or any subdivision map or other land use entitlements approved with respect to the Property, nor shall it affect any other covenants of the Owner specified in this Agreement to continue after the termination or expiration of this Agreement.

10. RIGHTS AND REMEDIES CUMULATIVE. No right, power, or remedy given to the City or the Owner by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City or the Owner by the terms of any such instrument, or by any statute or otherwise against any other person.

11. PERMITS AND PROCESSING; COMPLIANCE WITH LAWS. The Owner at its sole cost and expense shall secure or cause to be secured any and all permits that may be required by the City or any other federal, state, or local government entity having or claiming jurisdiction over the Property or Project, except as provided by this Agreement. Upon securing any and all permits, the Owner shall carry out and perform the development of the Project in accordance with plans approved by the City, and in conformity with all applicable federal, state, and local laws and regulations.

12. EFFECT ON PERMITTED ENCUMBRANCES. This Agreement and any renewals or extensions thereof shall unconditionally be and remain at all times a lien on the Property and the Project prior and superior to the lien created by the lien or charge of any mortgage or deed of trust or security recorded of record against the Property. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security recorded of record against the Property; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, provisions and limitations, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

13. RELATIONSHIP BETWEEN CITY AND OWNER.

13.1. Cooperation. It is hereby acknowledged that the relationship between the City and the Owner is not that of a partnership or joint venture and that the City and the Owner shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

13.2 Non-Liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to the Owner or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

13.3 City Approvals and Actions. The City shall maintain authority of this Agreement and the authority to implement this Agreement through the City's City Manager ("City Manager") or designee. The City Manager or designee shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf

of the City so long as such actions do not materially or substantially change the uses or development permitted on the Property. All amendments to this Agreement shall be duly executed and recorded in the Official Records of the County of Los Angeles.

13.4 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

13.5 Project as Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

14. [Intentionally Deleted.]

15. MISCELLANEOUS.

15.1 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

15.2 Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, except as otherwise provided. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement constitutes the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

15.3 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

15.4 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

15.5 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

15.6 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday

or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

15.7 Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

15.8 Time of Essence. Time is expressly made of the essence with respect to the performance by the City and the Owner of each and every obligation, covenant and/or condition of this Agreement. No later than ten (10) days following execution of this Agreement by the City, the Owner shall record or shall cause to be recorded in the Official Records for Los Angeles County, California, an executed original of this Agreement. The City shall cooperate with the Owner in promptly executing in recordable form this Agreement.

15.9 Indemnification. In addition to any other indemnification specifically provided in this Agreement, Owner agrees to defend (with counsel of the City’s choosing and the consent of the Owner, which shall not be unreasonably withheld, and which may be joint defense counsel upon the City’s and the Owner’s consent), indemnify and hold harmless the City and its officers, officials, agents, employees, representatives, and volunteers (collectively, “Indemnitees”) from and against any loss, liability, claim, or judgment arising from any act or omission of the Owner in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of Indemnitees.

15.10 Notices. As used in this Agreement, “notice” includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charge prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Fed Ex), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to the City:	City of Montebello 1600 W Beverly Blvd Montebello, CA 90640 Attn: Director of Community Development
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If to the Owner:	San Giorgio, LLC P.O. Box 518
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Montebello, CA 90640

Attn: Joseph De Lorenzo and Anthony De Lorenzo

15.11 Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

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

15.13 Attorneys' Fees and Cost. If either Party to this Agreement commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of investigation, and cost of suit from the losing Party.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year set forth in the preamble above.

CITY OF MONTEBELLO,
a California municipal corporation (the “CITY”)

By: _____

Name:

Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Arnold M. Alvarez-Glasman

City Attorney

SAN GIORGIO, LLC, a California Limited
Liability Corporation (the “OWNER”)

By: _____

Name: _____

Its: _____

EXHIBIT A

To Density Bonus Agreement and Declaration
of Restrictive Covenants

LEGAL DESCRIPTION OF THE PROPERTY

REAL PROPERTY IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT B
To Density Bonus Agreement and Declaration
of Restrictive Covenants

LOW INCOME RENT CALCULATION

The maximum monthly rent for each of the _____ (____) affordable units is calculated in accordance with Sections 50052.5 and 50053 of the Health and Safety Code. The Area Median Income used to calculate rents are contained in the State Income Limits Memorandum published by the California Department of Housing and Community Development.

STEP 1. Identify Area Median Income for Los Angeles County, adjusted for family size.¹

Example: \$64,800 (based on State Income Limits for 2017)

STEP 2. Calculate the product of 30% times 60% of the Area Median Income.

Example: 64,800 x 50% = 38,880

38,880 x 30% = 11,664

STEP 3. Divide product by 12 months.

Example: 11,664 / 12 = 972

STEP 4. Subtract Utility Allowance, as published in Los Angeles County Housing Authority utility schedules.

Example: 972 – 60 = \$912 maximum monthly rent

¹ California Health & Safety Code Section 50052.5(h)

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 04-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A SITE PLAN REVIEW AND TENTATIVE PARCEL MAP (“CASE NO. PC-2022-0003-ZC-SPR-TPM”) WITH CONDITIONS TO MERGE THREE (3) PARCELS INTO (1) PARCEL AND TO ALLOW THE CONSTRUCTION OF SIXTEEN (16) RESIDENTIAL DWELLING UNITS FOR THE PROPERTIES LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”) AND FINDING THAT THE SITE PLAN REVIEW IS CATEGORICALLY EXEMPT UNDER CEQA SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) AND FINDING THE CEQA COMMON SENSE EXEMPTION TO BE APPLICABLE TO THE TENTATIVE TRACT MAP PROPOSAL (ENV NO. 13-22-CE).

WHEREAS, the City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. (“Applicant”) for a Zone Change, Site Plan Review, and Tentative Parcel Map (Case No. PC-2022-0003-ZC-SPR-TPM) to allow: 1) the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay), 2) the construction of sixteen (16) two-story townhome residential units above a one-story parking garage and 3) the merger of three (3) parcels into one (1) parcel totaling approximately 19,000 square feet at the project site (“Project”) located at 608, 612, and 616 Hart Place (“Project Site”); and

WHEREAS, the approval of a Site Plan Review is required per Montebello Municipal Code (“MMC”) Chapter 17.74 to allow the construction of sixteen (16) residential dwelling units; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.010, the purpose of the Site Plan Review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.020, the Planning Commission shall have the authority to review and approve, approve with conditions or deny approval of a development plan through a Site Plan Review process; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.080, the Planning Commission may approve a development plan subject to a Site Plan Review with such conditions as the Planning Commission finds are warranted by the circumstances involved; and

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

WHEREAS, the SPR and TPM (PC-2022-0003-ZC-SPR-TPM) are considered a "project," as per the California Environmental Quality Act definition of a "project"; and

WHEREAS, the SPR is Categorically Exempt per CEQA Section 15332, Class 32 (In-Fill Development Projects); and

WHEREAS, the TPM is considered covered by the common sense exemption found under CEQA Section §15061(b)(3), which states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA", and

WHEREAS, the proposed parcel merger does not have the potential to degrade the quality of the environment or have a significant effect on the environment; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

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

NOW THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares and resolves as follows:

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

SECTION 2. FINDINGS.

A. **Site Plan Review.** Based on the substantial evidence presented to and considered by the Planning Commission at the public hearing on the Application, the Planning Commission makes the following findings pursuant to Chapter 17.74 of the Montebello Municipal Code:

1. *That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;*

The proposed design for the project has been reviewed by the Planning Department and other department staff and the design has been determined to be consistent with all requirements of the MMC. The project site is currently zoned under the City of Montebello's C-R (Commercial Restricted) zone, but if the Zone Change is approved, the project site would be zoned C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay Zone). The proposed design is consistent with the requirements of the Housing Opportunity Overlay zone and the standards applicable to the R-4 zone except for the standards which the applicant specifically requested deviation from under California's

State Density Bonus law. The proposed design for improvement will also comply with all requirements of the MMC related to subdivisions and zone changes. Additionally, the project proposal must still go through the Building Department, Fire Department, and Planning Department plan check process after being entitled which will provide an additional opportunity for the City's departments to ensure that the proposed design is consistent with all requirements of the MMC.

2. *That the proposed design for improvement is consistent with the City's General Plan; and*

The proposed design for improvement is consistent with the goals and policies outlined within the City's General Plan. General Plan Land Use Element Goal #1 states that it is a goal of the City "to formulate a plan which is responsive to the needs of the community, and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development." Additionally, General Plan Housing Element Goal #2 is to "increase housing production to improve affordability for the City's current and future residents." Both goals relate to the project proposed at the Project Site in that the housing development is proposed in a reasonable area and the additional housing provided by the development will be beneficial to the housing needs of the community by increasing the supply of housing in the area. Continuing to increase the supply of housing in the City of Montebello can improve affordability for current and future residents by providing residents with more opportunities for quality housing over the long run. Alongside being consistent with these two goals, the proposed design for improvement is also consistent with General Plan Land Use Element Residential Policy #3 as well as with General Plan Housing Element Policies #2.4 and #3.1. These policies relate to the City providing opportunities for a variety of living needs, to the City increasing housing supply by permitting housing in commercial zones, and to the City facilitating the development of affordable housing within high resources areas. Overall, the proposed design for this project proposal will assist the City in meeting its housing goals and policies outlined within the Housing Element and the General Plan.

3. *That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.*

The proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare. The site can be adequately served by existing public services and all required utilities. The project is proposed in an area where there are a significant number of properties designated for higher density residential uses in the vicinity. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing.

B. Tentative Parcel Map. Pursuant to Section 16.20.080 of the City of Montebello Municipal Code and Section 66410 et seq. of the California Government Code (Subdivision Map Act), the following findings are hereby adopted as the findings of the Planning Commission:

1. *Describe how the proposed map is consistent with the applicable general plan and specific plans as specified in California Government Code Section 65451*

The proposed map will merge three (3) parcels into one (1) parcel so that a sixteen (16) unit multi-family housing development can be constructed. The general plan land use designation of the parcels included in this consolidation is Medium-Density Residential. The residential development is also consistent with the surrounding residential land uses to the north, east and west considering that there are a significant number of parcels zoned and designated for multifamily development in the vicinity. Considering that the underlying zone of the Project Site is a commercial zone, permitting housing in this area and approving the proposed map to facilitate the development of the proposed housing units is consistent with the objective found within the housing element of permitting housing in commercial zones to increase housing supply and reduce displacement. Overall, the proposed subdivision aligns with the goals, objectives, and policies of the City of Montebello's General Plan and Zoning regulations.

2. *Describe how the design or improvements of the proposed subdivision are consistent with the applicable general and specific plans*

The proposed parcel map and the proposed improvements at the project site are consistent with the Housing Element of the General Plan in that the approval of the project would lead to increased housing opportunities in an area of the city that is relatively better resourced than other portions of the city. Situating denser housing development in the vicinity of this project adjacent to the downtown core of the city is in line with the goals and policies outlined within the Housing Element. Additionally, the General Plan Land Use Element states that "the existing medium density residential area characterized by mixed housing types in the central portion of Montebello should be retained". The approval of this project would allow for a better mix of housing types to be available in the central portion of the city. The proposed subdivision also helps the city meet its Regional Housing Needs Assessment (RHNA) unit goals for the 6th RHNA cycle.

3. *Describe how the site is physically suitable for the type of development*

The site is physically suitable for the type of development proposed because it is located adjacent to the Downtown area which is identified as an area suited to accommodate denser housing. The proximity of the site to the Downtown area ensures that the project will have access to nearby amenities such as local transit,

schools, hospitals, and other amenities which should improve the quality of life of the residents which ultimately reside at the project site. Access to the site is also already established and the site can be served adequately by all required utilities and public services.

4. *Describe how the site is physically suitable for the proposed density of the development*

The site is physically suitable for the proposed density because it is near the Downtown area and this area is outlined as part of the City that can accommodate more density of housing within the Housing Element of the General Plan. The site is near a variety of transportation modes, commercial uses, schools, and parks. The high number of amenities available in the area will ensure that the high proposed density of the development will be successfully integrated into the community. The proposed development is also situated adjacent to other multifamily residential areas which should also assist in the successful integration of the proposed density into the vicinity.

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

The proposed development and the design of the subdivision is not likely to cause substantial environmental damage due to its location as an infill site surrounded by already built and established uses, including both residential and commercial uses. Additionally, since the parcels which comprise the subdivision are already developed with residential uses, the site has no value as a habitat for endangered, rare or threatened species because no native or natural habitats are found within the project site or on adjacent parcels.

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

The proposed improvement is not likely to cause serious public health problems considering that the project has been reviewed by City staff to ensure that the design and development of the project are consistent with the City's Fire Department regulations, Building and Safety regulations, Planning regulations, and other regulations which are intended to limit the adverse impact of any proposed development. It is not anticipated that the project will have the potential to degrade the quality of the environment, to impact adverse biology and cultural resources, or to cause any other environmental issues. Additionally, the provision of high-quality housing and the additional units that can be built under the proposed subdivision and development can positively benefit public health outcomes. Housing is one of the main determining factors of public health outcomes. The design of the subdivision

would allow for a greater number of housing opportunities to exist in the Montebello area which can ultimately lead to improved health outcomes for the individuals which ultimately reside in the units that would be made possible by the proposed subdivision and related development.

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

There are no easements currently on the property and so the design of the subdivision will not conflict with any access for either the public at large or any other entity. Additionally, the final subdivision map will need to be signed off by the Public Works – Engineering Department during the plan check process which will ensure that there are no access issues posed by the development.

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

While the proposed development will lead to an increase of the discharge of waste to the existing sewer system, it is not anticipated that this increase will result in the violation of existing water quality control standards. The applicant will coordinate with the applicable water provider to determine the water sewer needs generated by the proposed development and will adhere to any water quality control standards stipulated by the local water agency.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the Site Plan Review is exempt from CEQA under Categorical Exemption §15332 (In-Fill Development Projects) Class 32 exemption considering that none of the exceptions found under CEQA Section §15300.2 apply and considering that the project meets all of the following conditions:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The proposed project meets all of the conditions required to be classified as a Class 32 CEQA exemption. After the change of zone and general plan amendment, the project will be consistent with the applicable general plan and zoning designations, policies and regulations. The proposed development occurs within city limits on a site of .44 acres surrounded by already developed urban/residential uses. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

Related to the Tentative Tract Map proposal, the Planning Commission finds that Tentative Parcel Map (PC-2022-003-ZC-SPR-TPM) is considered covered by the common sense exemption found under CEQA Section §15061(b)(3).

SECTION 4. APPROVALS. The Planning Commission hereby approves the Application for Site Plan Review and Tentative Parcel Map (PC-2022-0003-ZC-SPR-TPM), subject to the conditions herein below, together with the condition that this approval shall be conditioned upon the City Council's approval of the Applicant's simultaneous application for a Zone Change (PC-2022-0003-ZC-SPR-TPM).

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code ("MMC"), Zone Change, Site Plan Review, and Tentative Parcel Map Case No. PC-2022-0003-ZC-SPR-TPM/ENV No. 13-22, and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").

3. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
4. The Director of Planning & Community Development ("Director"), at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.
5. Minor modifications to the development plans shall be allowed subject to the review and approval of the Director or the assigned designee. The modifications must be in substantial conformance with the approved project.
6. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.
7. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.
8. Construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays, and legal holidays, except in the case of an emergency where such action is immediately required to prevent injuries to persons or damage to property, as determined by the Building Official.
9. A sign shall be posted on the property, subject to the review of the Planning Manager, which shall identify the address and phone number of the owner and/or primary contact for the purposes of responding to questions and complaints during the construction period and shall indicate the hours of construction work.
10. The Applicant, Owner, Management and/or successor of the use shall bear full cost of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.
11. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Montebello Planning Commission ("Planning Commission") at a noticed public hearing.

12. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
13. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
14. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
15. An updated landscape and irrigation plan prepared by a licensed Landscape Architect will need to be provided which identifies the types of trees, groundcover, and shrubbery to be used at the site. The plans should clearly identify all the site's hardscape features, water features, and planting areas.
 - a. The landscape and irrigation plan will need to be compliant with the Model Water Efficient Landscape Ordinance.
 - b. Additionally, the landscape and irrigation plan will need to show that the site is using a permanent underground automated irrigation system.
16. It is the responsibility of the Applicant to have all graffiti on the site removed within twenty-four (24) hours of its appearance or be subject to citation from the City of Montebello Code Enforcement Division.

B. Building Division Conditions

1. The development and utilization of the site shall comply with all the provisions of the current Building, Plumbing, Mechanical, Electrical, Energy, CALGreen, Fire Codes, City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

C. Public Works – Engineering Conditions

1. The applicant shall submittal “Will Serve” letters from **ALL** utility companies who will be required to serve the new site.
2. The applicant’s engineer shall coordinate with all utility companies during the design phase and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.
3. Provide topographic and boundary surveys, the topo shall extend beyond boundary for 15’ to show adjacent structures and that drainage is not being blocked or re-routed or will be mitigated, show date and by whom the topo was prepared.

-
4. The applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.
 5. The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.
 6. As a part of the submitted documents for your project plans and reports, the applicant shall also submit the following documents including all necessary calculations and reports to demonstrate the constructability of all site improvements:
 - a. Applicable documents in compliance with the Subdivision Map Act if any changes to existing parcels are proposed.
 - b. Grading plan (show retaining walls locations and height, if any, & earth work cut/fill,
 - c. BMPs
 - d. Erosion Control,
 - e. Low Impact Development (LID), provide hydrology and hydraulic calculations
 - f. Drainage plan including both temporary and permanent improvements,
 - g. NPDES documents
 7. All plans and construction of public works (streets etc.) shall be per the City of Montebello Standards and Greenbook Standards.
 8. All submitted plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be reviewed and approved by the City prior to City issuing a building permit. The submitted documents shall identify those individuals legally authorized to sign such documents. Plans for public improvements shall be prepared under the supervision of a California Registered Civil and/or Traffic Engineer, as applicable.
 9. Grading Plans shall be submitted for review and approval by the City Engineer prior to the issuance of a grading permit. NOTE: A Building Permit is required for walls including free-standing and retaining walls.
 10. The Applicant shall submit geotechnical reports prepared in accordance with the City's Engineering Design Standards to the City Engineer for review and approval prior to the issuance of a grading permit.
 11. The applicant shall provide standard street improvements in the public right-of-way on all sides of the property that abut public right-of-way including:
 - a. Remove and replace all broken/damaged curb and gutter, and PCC sidewalk and driveways, including driveway closures.
 - b. Sidewalks 5 feet minimum width.
 - c. All driveways shall meet ADA requirements.
 - d. Parkways either parallel to back of curb or meandering as approved by City Engineer.

- e. If applicable, roadway grading and paving consisting of CMB, AC pavement course and rubberized AC pavement final surface of a 2 inch minimum AHRM overlay, as approved by the City Engineer, for one-half of the street or alley along the frontage of the property at all right-of-way lines. No low points within the roadway are allowed without drainage improvements.
 - f. Pavement transition from the project boundaries to the existing streets to the satisfaction of the City Engineer.
 - g. Traffic control signs, striping and markings and devices as required by the City Engineer. All striping shall be thermoplastic.
 - h. Alley shall provide a minimum clear width of 20 feet for Fire access.
 - i. Roadway drainage device(s), as required, including through curb drains for offsite drainage.
 - j. Landscaping of parkways as required.
 - Parkway widths shall be as approved by City Engineer. Where required, landscaping and irrigation systems thereof shall be provided.
12. A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval.
13. Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, natural gas, telephone, communications and cable television. All easements for utilities and substructures shall be shown on the various maps submitted for final tract map approval.
14. Prior to acceptance of public improvements, the applicant shall have repaired any new or existing public improvements damaged caused by construction activities, obtain completion letters from all utilities.
15. Obtain a Public Works Encroachment Permit prior to performing any offsite improvements.

D. Fire Department Conditions

1. Fire access plan based on 2019 Edition California Fire Code and local amendments.
2. When the height of a structure at the roof eaves exceeds 27 feet or the capability of the fire department to access the roof safely utilizing ground ladders, the location and width of access roadways shall be such that the truck mounted areal ladders may be utilized. Aerial ladder access shall include the ability to maneuver apparatus, deploy outriggers and provide proper climbing angles.
3. Elevator shall meet requirements of 2019 Edition California Fire Code, Chapter 6, Building Services and Systems and California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 6, Elevator Safety Orders.
4. Elevator will be required to be gurney compliant.
5. Knox Boxes in approved location. Knox key switches for any mechanical security gates.

6. Fire flow report based on 2019 Edition California Fire Code, Appendix B/BB.
7. Provide additional public hydrants to meet fire flow requirements. (If applicable)
8. Fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.
9. Underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.
10. Fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes.
11. Fire Alarm plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.
12. Provide Carbon Monoxide detection in residential units.
13. Provide Carbon Monoxide in enclosed parking garage per 2019 Edition California Mechanical Code. (If applicable)
14. Project will meet requirements of 2019 Edition California Fire Code, Chapter 12, Energy Systems.
15. Fire extinguishers per 2019 Edition California Fire Code and CCR Title 19.
16. Additional requirements may be added during the plan check process.

E. Police Department Conditions

1. As a condition of approval, the property owner shall post private property in the parking lot.

PASSED AND ADOPTED this 20th day of June, 2023 by the Planning Commission.

Chair Cuevas:	☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli:	☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina:	☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales:	☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez:	☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 05-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE ZONE CHANGE (“ZC”) CASE NO. PC-2022-0003-ZC-SPR-TPM AMENDING THE ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 608, 612, AND 616 HART PLACE (“PROJECT SITE”), RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT AND DENSITY BONUS HOUSING AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND SAN GIORGIO, LLC, AND FINDING THAT THE ZONE CHANGE IS STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello (“City”) received an application from Feng Xiao Architect, Inc. (“Applicant”) for a Zone Change, Site Plan Review, and Tentative Parcel Map (Case No. PC-2022-0003-ZC-SPR-TPM) to allow: 1) the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay), 2) the construction of sixteen (16) two-story townhome residential units above a one-story parking garage and 3) the merger of three (3) parcels into one (1) parcel totaling approximately 19,000 square feet at the project site (“Project”) located at 608, 612, and 616 Hart Place (“Project Site”); and

WHEREAS, pursuant to Montebello Municipal Code (“MMC”) Chapter 17.76, the reclassification of specific properties from one zone to another can be initiated by motion of City of Montebello Planning Commission (“Planning Commission”) based upon its decision as to whether the public interest, convenience and necessity so requires the change of zone; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, pursuant to MMC Chapter 17.47, the application of the Housing Opportunity Overlay zone requires a legally binding regulatory agreement be executed and recorded against the property to ensure that the property complies with all of the requirements of this chapter, including, but not limited to, the requirement that affordable units shall be deed-restricted for a period of not less than fifty-five years; and

WHEREAS, the California Legislature adopted the “Development Agreement Statute,” section 65864 of the Government Code, to strengthen the public planning

process, encourage private participation in comprehensive planning, and reduce the economic risk of development; and

WHEREAS, the City of Montebello is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner of the development process; and

WHEREAS, the Development Agreement Statute requires development agreements to be approved by an ordinance adopted by the City Council of the City of Montebello ("City Council"), and following public hearings conducted by the Planning Commission and the City Council; and

WHEREAS, the Applicant and the City have negotiated a development agreement and density bonus agreement attached as "Development Agreement between the City of Montebello and San Giorgio, LLC" (DA 01-22) and "Density Bonus Housing Agreement and Declaration of Restrictive Covenants by and between the City of Montebello and San Giorgio, LLC"; and

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

WHEREAS, the Zone Change, Development Agreement, and Density Bonus Agreement (PC-2022-0003-ZC-SPR-TPM) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

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

NOW THEREFORE, the Planning Commission of the City of Montebello hereby finds, declares and resolves as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are

hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS.

- A. Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items, which are hereby incorporated as substantial findings of the Planning Commission:

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

The zone change is consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed Zone Change will facilitate the development of housing in the project area which should assist in meeting the housing needs of the Montebello community. The General Plan Land Use and Housing Element analysis provided in the project's staff report further demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that the Project Site is primarily surrounded by multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage and is not likely to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. *Detail why the proposed Zone Change is necessary;*

The Zone Change is necessary because the proposed project is not achievable under the current Commercial Restricted (C-R) zoning designation of the property. Based on Chapter 17.24 of the MMC, the purpose of the C-R zone is to provide areas for professional offices and related uses close to residential areas, but residential units are typically not allowed in this zoning designation. By applying the Housing Opportunity Overlay Zone to the property, greater flexibility will be provided to the developer of the project site and the residential units proposed will not contradict the intended use of the zone. Additionally, it is anticipated that the development of housing in this vicinity will stimulate economic development and promote the public good by providing housing for a range of income levels.

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

The parcels existing at the project site are currently occupied by multiple residential buildings. While the density of the development at the project site would increase if the Zone Change and the related entitlements are approved, it is not anticipated that the project will create problems harmful to the public health, safety, and general welfare. The proposed Zone Change and development can be beneficial to the public health, safety, and general welfare by creating a greater demand for resources in the area, bringing in construction and related jobs, as well as by providing a more abundant supply of housing for various income levels. Additionally, there are a significant number of higher density properties in the vicinity which should limit the impact of the proposed development on the local community. The proposed Zone Change and development has been reviewed by various city departments including the fire department, building division, police department, as well as other departments and the feedback provided by the city's departments will help to ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur directly as a result of the proposed Zone Change and regulatory agreements. The approval of this resolution is advisory to the City Council and no final action is taken, further justifying this action being exempt from CEQA under section 15061(b)(3). It should be further noted that during the duly noticed public hearing, the Planning Commission also found the related Site Plan Review for the contemplated Project to be Categorically Exempt per Section §15332 (In-Fill Development Projects).

SECTION 4. APPROVALS. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the approval of the zone change and recommends City Council approval of Zone Change (PC-2022-0003-ZC-SPR-TPM) to allow the zone to be changed from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with a Housing Opportunity Overlay).

SECTION 5. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 20th day of June, 2023 by the Planning Commission.

Chair Cuevas:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Medina:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	() AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	() AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department



HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640

FENG XIAO ARCHITECT, INC.

PROJECT TEAM

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PROJECT DATA

PROJECT DESCRIPTION:
NEW SIXTEEN UNITS RESIDENTIAL DEVELOPMENT
INCLUDING 16 TWO-STORY TOWNHOUSE UNITS ABOVE
ONE STORY PARKING GARAGE.

ADDRESS: 608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640

ASSESSOR NO.: 6346-026-009, & 6346-026-008 &
6346-026-007

LOT AREA: 19,140 SF (0.44 ACRE)

ZONE: CURRENT ZONE C-R, PROPOSED: HOO(HOUSING
OPPORTUNITY OVERLAY)

DENSITY:
REQUIRED: 16 UNITS/AC (MIN.), 80UNITS/ AC(MAX)
PROPOSED: 36 UNITS/AC

AREA:
PROPOSED: GROSS BUILDING AREA:30,802 SF
PROPOSED LIVABLE AREA: 17,547 SF
PROPOSED NONLIVABLE AREA: 12,037 SF

LEVEL 1 : 12,854 SF
• GARAGE: 11,509 SF(NON-LIVABLE)
• UTILITY: 311 SF(NON-LIVABLE)
• TRASH: 217 SF(NON-LIVABLE)
• COMMON: 817 SF(NON-LIVABLE)

LEVEL 2: 8,852 SF
• COMMON: 401 SF(LIVABLE)
• UNITS: 8,451 SF(LIVABLE)

LEVEL 3: 9,095 SF
• UNITS: 9,095 SF(LIVABLE)

PROPOSED LOT COVERAGE: 67.2%

SETBACK
FRONT YARD: 20' MIN.; PROPOSED: 20'-2"

SIDE YARD:
REQUIRED: 10' SETBACK; PROPOSED: 10'-2"

REAR YARD: 10' SETBACK.; PROPOSED: 10'-2"

DISTANCE BETWEEN BUILDINGS
REQUIRED: 10'-0" RESIDENTIAL USE.
PROPOSED: 10'-3"

BUILDING HEIGHT
ALLOWED: 3 STORIES, 35'
PROPOSED: 3 STORIES, 35'-0"

PARKING
TOTAL PARKING: 31(INCLUDING 2 H.C. VAN PARKING)

PROPOSED OPEN SPACE: 4,770 SF(TOTAL)
COMMON OPEN: 1,216 SF(LEVEL 1); 2,644 SF (LEVEL 2)
PRIVATE OPEN: 910 SF(LEVEL 2)

AREA SCHEDULE - NON-LIVABLE		
LEVEL	UNIT TYPE	AREA

LEVEL 1		
LEVEL 1	COMMON	335 SF
LEVEL 1	ELEVATOR	82 SF
LEVEL 1	GARAGE	11,498 SF
LEVEL 1	STAIR-1	191 SF
LEVEL 1	STAIR-2	209 SF
LEVEL 1	TRASH ROOM	217 SF
LEVEL 1	UTILITY	305 SF
LEVEL 1: 7		12,837 SF

LEVEL 2		
LEVEL 2	ELEVATOR	75 SF
LEVEL 2	STAIR-1	197 SF
LEVEL 2	STAIR-2	129 SF
LEVEL 2: 3		401 SF
Grand total: 10		13,238 SF

AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

UNIT 01		
LEVEL 2	A2	515 SF
LEVEL 3	A2	545 SF
UNIT 01: 2		1,060 SF
UNIT 02		
LEVEL 2	A3	505 SF
LEVEL 3	A3	565 SF
UNIT 02: 2		1,070 SF
UNIT 03		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 03: 2		1,060 SF
UNIT 04		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 04: 2		1,060 SF
UNIT 05		
LEVEL 2	A3	505 SF
LEVEL 3	A3	565 SF
UNIT 05: 2		1,070 SF
UNIT 06		
LEVEL 2	A1	515 SF
LEVEL 3	A1	545 SF
UNIT 06: 2		1,060 SF

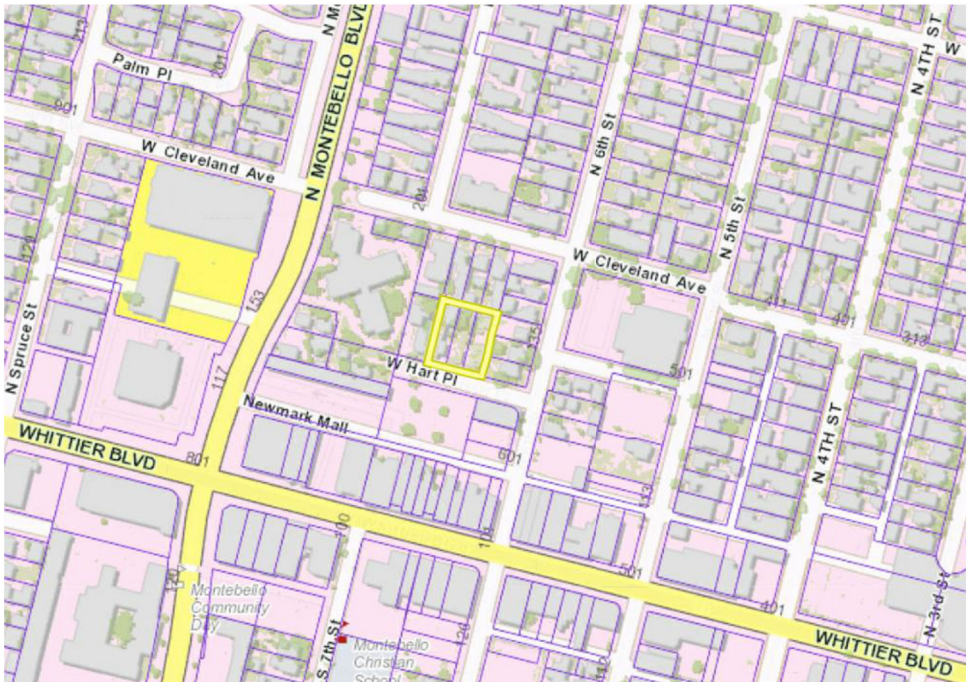
AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

UNIT 07		
Level 2	A4	505 SF
Level 3	A4	565 SF
UNIT 07: 2		1,070 SF
UNIT 08		
LEVEL 2	B2	556 SF
LEVEL 3	B2	599 SF
UNIT 08: 2		1,155 SF
UNIT 09		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 09: 2		1,118 SF
UNIT 10		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 10: 2		1,118 SF
UNIT 11		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 11: 2		1,118 SF
UNIT 12		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 12: 2		1,118 SF

AREA SCHEDULE - UNITS		
LEVEL	UNIT TYPE	AREA

UNIT 07		
Level 2	A4	505 SF
Level 3	A4	565 SF
UNIT 07: 2		1,070 SF
UNIT 08		
LEVEL 2	B2	556 SF
LEVEL 3	B2	599 SF
UNIT 08: 2		1,155 SF
UNIT 09		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 09: 2		1,118 SF
UNIT 10		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 10: 2		1,118 SF
UNIT 11		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 11: 2		1,118 SF
UNIT 12		
LEVEL 2	B1	540 SF
LEVEL 3	B1	578 SF
UNIT 12: 2		1,118 SF

VICINITY MAP

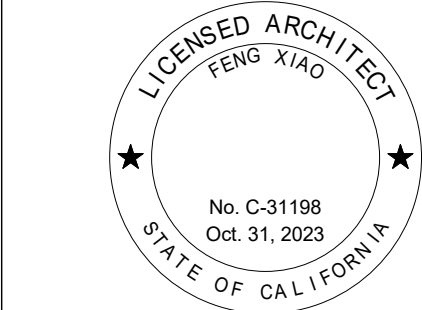


OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

HART PLACE
608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
© 2022 Feng Xiao Architect, Inc.

COVER SHEET

Drawing No.	G001	
Project number:	Date:	08/04/22
20023	Scale:	



COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION

Fire Prevention Engineering
5823 Rickenbacker Road
Los Angeles, CA 90040
Telephone (323) 890-4125 Fax (323) 890-4129

Information on Fire Flow Availability for Building Permit

For All Buildings Other Than One and Two Family Dwellings (R-3), Townhomes,
and Accessory Dwelling Unit's

INSTRUCTIONS:

Complete parts I & II:

Verifying fire flow, fire hydrant location and fire hydrant size.

PROJECT INFORMATION
(To be completed by applicant)

PART I

Building Address: 608, 612 & 616 West Hart Place
City or Area: Montebello APN: 6346-026-007, 008 & 009
Nearest Cross Street: 6th Street
Distance of Nearest Cross Street to Property Line: 100 Feet
Applicant: Erik Sy Telephone: () 714-671-1050
Address: 574 E. Lambert Road
City: Brea
Occupancy (Use of Building): R2, S2 Fire Sprinklered: Yes ☒ No ☐
Type of Construction: VB over I
Square Footage: 19,140 Number of Stories: 3

Applicant's Signature Date 07/26/2022

PART II INFORMATION ON FIRE FLOW AVAILABILITY
(Part II to be completed by Water Purveyor)

Location of hydrant In front of 128 W. 6th Street, Montebello, CA
90640 Hydrant Number F05-103
Distance from Nearest Property Line 235' Size of Hydrant 6" Size of Water main 8"
Static PSI 74 Residual PSI Orifice size Pitot
Fire Flow at 20 PSI 1200gpm Duration 2hr ☐ Flow Test Date / Time ☒ Hydraulic model

Location of hydrant Behind 624 W. Whittier Blvd, Montebello, CA
90640 Hydrant Number F05-105
Distance from Nearest Property Line 200' Size of Hydrant 6" Size of Water main 8"
Static PSI 74 Residual PSI Orifice size Pitot
Fire Flow at 20 PSI 1200gpm Duration 2hr ☐ Flow Test Date / Time ☒ Hydraulic model

☒ (Check box if Simultaneous/ Dual flow test was performed) Combined flow at 20 psi 2400gpm

Location of hydrant _____ Hydrant Number _____
Distance from Nearest Property Line _____ Size of Hydrant _____ Size of Water main _____
Static PSI _____ Residual PSI _____ Orifice size _____ Pitot _____
Fire Flow at 20 PSI _____ Duration _____ ☐ Flow Test Date / Time ☐ Hydraulic model

☐ (Check box if Simultaneous/ Triple flow test was performed) Combined flow at 20 psi _____

Montebello Local Water Co. Signature
Water Purveyor 323-722-8654 7/28/2022
Phone Number Date Title Superintendent

This Information is Considered Valid for Twenty Four Months

Fire Department approval of building plans shall be required prior to the issuance of a Building Permit by the jurisdictional Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division only prior to this department's approval of building plans.

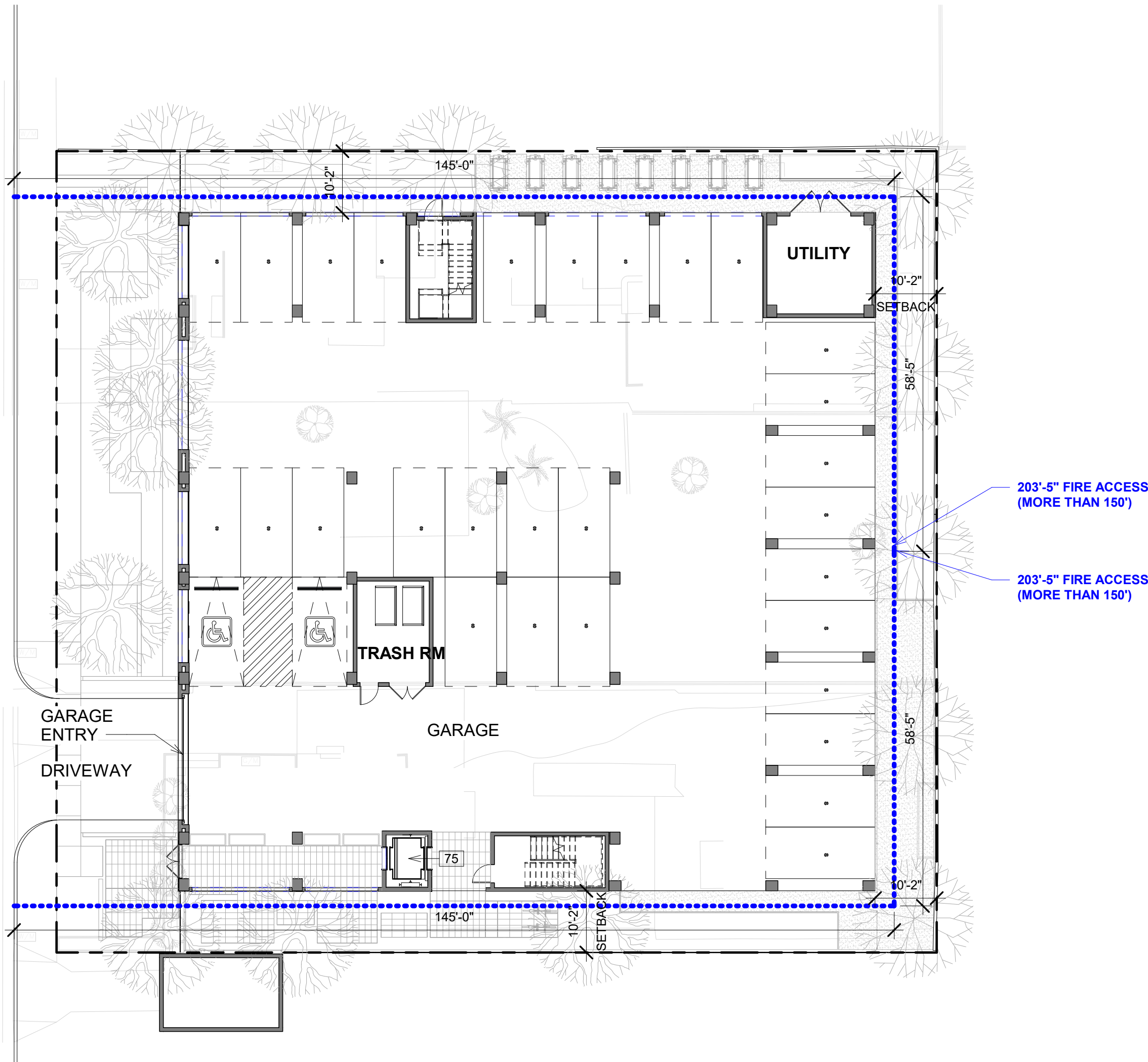
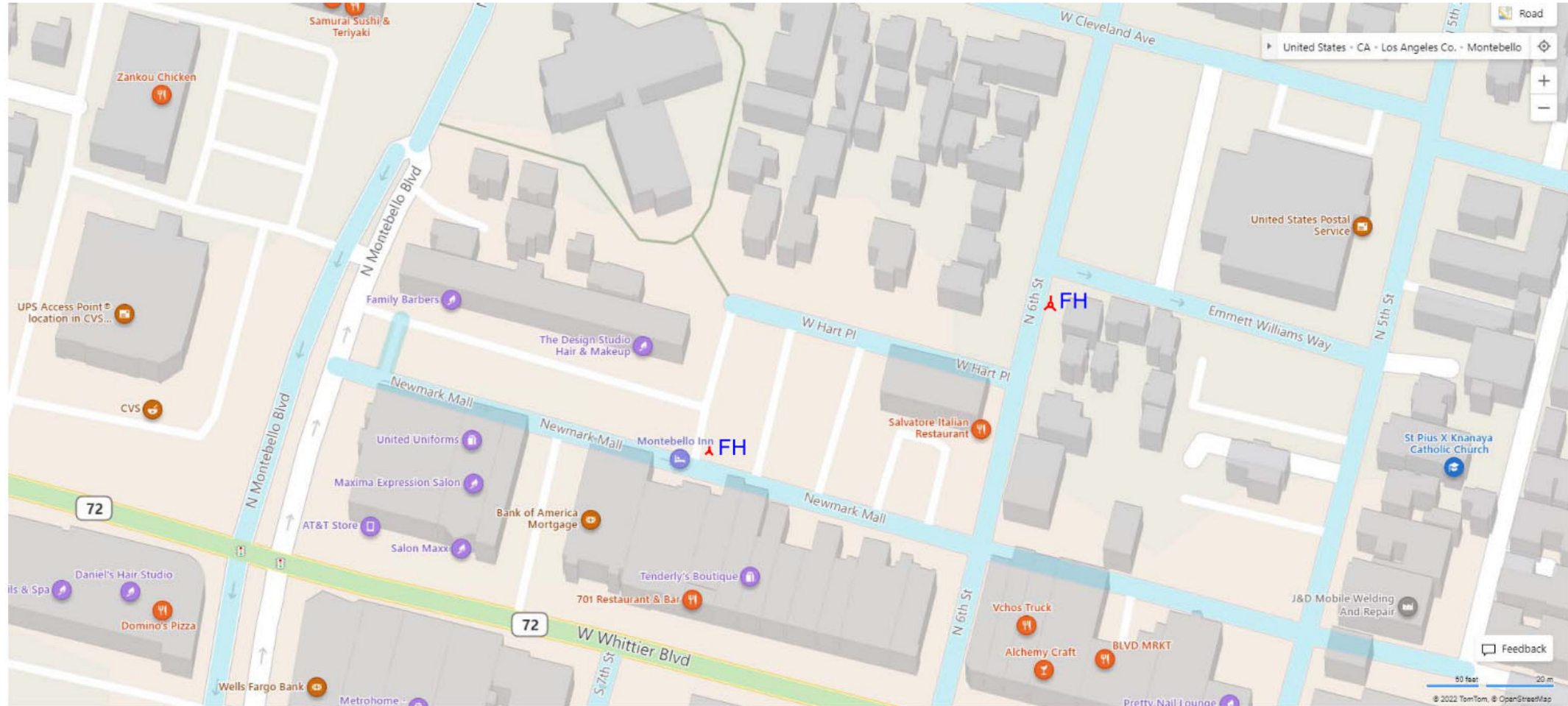
FIRE DEPARTMENT NOTES:

- FIRE DEPARTMENT VEHICULAR ACCESS ROAD MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. FIRE CODE 501.4
- PROVIDE APPROVED SIGNS OR OTHER APPROVED NOTICES OR MARKINGS THAT INCLUDE THE WORDS NO PARKING -FIRE LANE. SIGNS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROAD, TO CLEARLY INDICATE THE ENTRANCE TO SUCH ROAD, OR PROHIBIT THE OBSTRUCTION THEREOF AND AT INTERVALS, AS REQUIRED BY THE FIRE INSPECTOR. FIRE CODE 503.3
- STRUCTURE AND OUTDOOR STORAGE UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES (66KILOVOLTS OR GREATER) SHALL COMPLY WITH FIRE CODE 316.6 AND COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 27. ANY PROPOSED CONSTRUCTION OR LAND USE WITHIN 100 FEET OF THE DRIP LINE OF HIGH VOLTAGE TRANSMISSION LINES SHALL BE SUBJECT TO REVIEW BY THE FIRE MARSHAL.
- THE AREA OF FIRE FIGHTER OPERATIONS, AS DETERMINED BY THE FIRE CODE OFFICIAL, SHALL NOT BE LOCATED UNDERNEATH HIGH VOLTAGE TRANSMISSION LINES. FIRE CODE 503.2.9
- APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, BE ARABIC NUMERALS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 505.1
- FIRE APPARATUS ACCESS ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS. FIRE CODE 505.2
- THE REQUIRED FIRE FLOW FOR FIRE HYDRANTS AT THIS LOCATION IS 1200 GPM, AT 20 PSI RESIDUAL PRESSURE, FOR A DURATION OF 2 HOURS OVER AND ABOVE MAXIMUM DAILY DOMESTIC DEMAND. FIRE CODE 507.3 AND APPENDIX B105.1 APPENDIX B.
- ALL FIRE HYDRANTS SHALL MEASURE 6" X 4" X 2-1/2", BRASS OR BRONZE, CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD C503, OR APPROVED EQUAL, AND SHALL BE INSTALLED IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 8.
- ALL REQUIRED PUBLIC FIRE HYDRANTS SHALL BE INSTALLED, TESTED AND ACCEPTED PRIOR TO BEGINNING CONSTRUCTION. FIRE CODE 501.4
- PROVIDE AN APPROVED AUTOMATIC FIRE SPINKLER STYEM AS SET FORTH BY BUILDING CODE 903 AND FIRE CODE 903. PLANS SHALL BE SUBMITTED TO THE SPINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 1.5 CUBIC YARDS OR MORE SHALL NOT BE STORED IN BUILING OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVES, UNLESS AREAS CONTAINING DUMPSTERS OR CONTAINERS ARE PROTECTED BY AN APPROVED AUTOMATIC FIRE SPINKLER SYSTEM. FIRE CODE 304.3.3
- WHEN THE HEIGHT OF A STRUCTURE AT THE ROOF EAVES EXCEEDS 27 FEET OR THE CAPABILITY OF THE FIRE DEPARTMENT TO ACCESS THE ROOF SAFELY UTILIZING GROUND LADDERS, THE LOCATION AND WIDTH OF ACCESS ROADWAYS SHALL BE SUCH THAT THE TRUCK MOUNTED AREAL LADDERS MAY BE UTILIZED. AERIAL LADDER ACCESS SHALL INCLUDE THE ABILITY TO MANEUVER APPARATUS, DEPLOY OUTRIGGERS AND PROVIDE PROPER CLIMBING ANGLES.
- ELEVATOR SHALL MEET REQUIREMENTS OF 2019 EDITION CALIFORNIA FIRE CODE, CHAPTER 6, BUILDING SERVICES AND SYSTEMS AND CALIFORNIA CODE OF REGULATIONS, TITLE 8, DIVISION 1, CHAPTER 4, SUBCHAPTER 6, ELEVATOR SAFETY ORDERS. ELEVATOR WILL BE REQUIRED TO BE GURNEY COMPLIANT.
- UNDERGROUND FIRE MAIN/FIRE SPINKLER SUPPLY PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 13/24 AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE SPINKLER OVERHEAD PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 13/13R AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE ALARM PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND NFPA 72 AND MONTEBELLO FIRE DEPARTMENT'S PLAN CHECK SUBMITTAL REQUIREMENTS AND NOTES.
- FIRE ACCESS PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS.
- FIRE HYDRANT PLAN BASED ON 2019 EDITION CALIFORNIA FIRE CODE AND CITY OF MONTEBELLO LOCAL AMENDMENTS.
- PROJECT WILL MEET REQUIREMENTS OF 2019 EDITION CALIFORNIA FIRE CODE, CHAPTER 12, ENERGY SYSTEMS.
- FIRE EXTINGUISHERS PER 2019 EDITION CALIFORNIA FIRE CODE AND CCR TITLE 19.
- WHERE ACCESS TO OR WITHIN A STRUCTURE OR AN AREA IS RESTRICTED BECAUSE OF SECURED OPENINGS OR WHERE IMMEDIATE ACCESS IS NECESSARY FOR LIFE-SAVING OR FIRE-FIGHTING PURPOSES, THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE A KEY BOX TO BE INSTALLED IN AN APPROVED LOCATION. THE KEY BOX SHALL BE OF AN APPROVED TYPE LISTED IN ACCORDANCE WITH UL 1037, AND SHALL CONTAIN KEYS TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICIAL. FIRE CODE 506.1

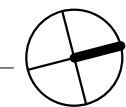
LEGEND

5' WIDE FIREFIGHTER ACCESS WALKWAY

FH FIRE HYDRANT



1 FIRE ACCESS PLAN
1/16" = 1'-0"

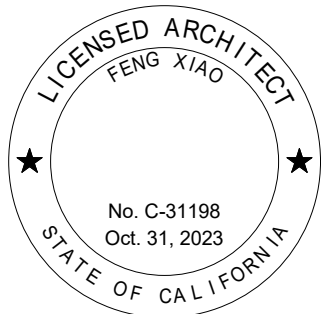


OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
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LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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FIRE ACCESS
PLAN

Drawing No. G002
Project number: 20023 Date: 08/04/22
Scale: 1/16" = 1'-0"

OWNER/CLIENT:

SAN GIORGIO, LLC
P.O. BOX 518,
MONTEBELLO, CA 90640

BENCHMARK:

CITY BENCHMARK NO. LY5793
L&T ON MOC NE COR C/L INT POPLAR WAY
& 1ST ST

LAND SURVEYOR:

JACK C. LEE
CALLAND ENGINEERING, INC.
576 E. LANBERT ROAD,
BREA, CA 92821

BASIS OF BEARING:

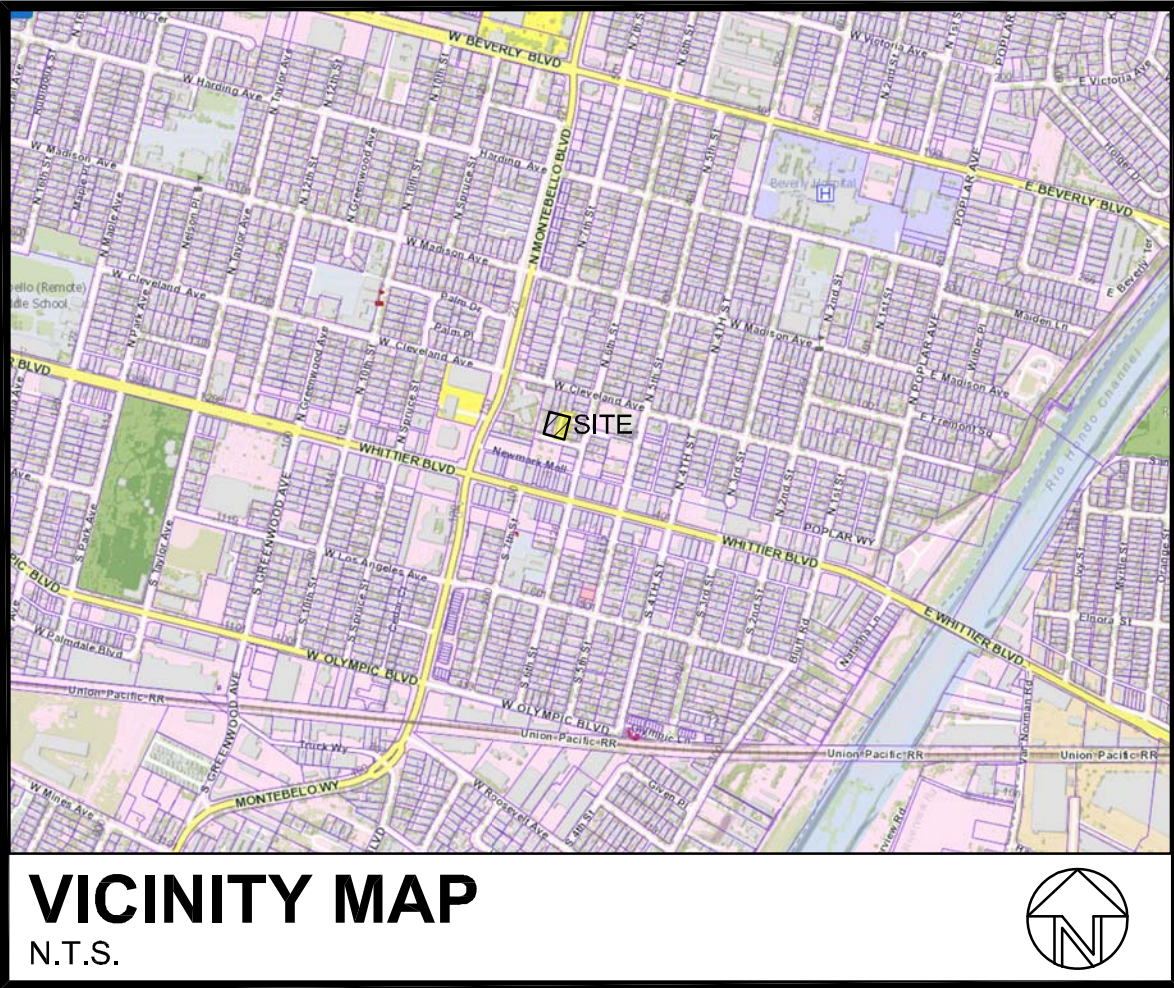
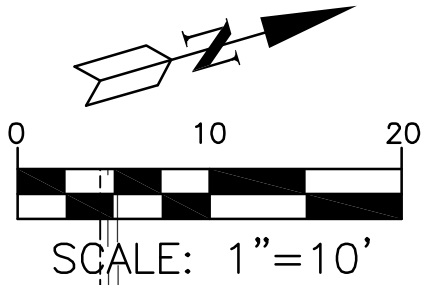
TEL. NO.: (714) 671-1050
CENTERLINE OF HART PLACE N 75°33'00" W
AS PER TRACT NO. 10722, M.B. 169-1-2

CONCEPTUAL GRADING PLAN

LOTS 9, 10, AND 11 OF TRACT NO. 10722, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 169, PAGES 1 AND 2, OF MAPS, IN THE COUNTY RECORDER OFFICE OF SAID COUNTY.

APN: 6346-026-007, 6346-026-008, & 6346-025-009

FOR RESIDENTIAL APARTMENT COMPLEX



VICINITY MAP
N.T.S.

ELEVATION: 213.451' (NAVD 1988)

UTILITY SERVICES:

- WATER - MONTEBELLO LAND AND WATER COMPANY
- SEWER - LOS ANGELES COUNTY SANITATION DISTRICT
- GAS - SOUTHERN CALIFORNIA GAS CO.
- ELECTRICAL - SOUTHERN CALIFORNIA EDISON
- SCHOOL - MONTEBELLO UNIFIED SCHOOL DISTRICT
- FIRE - CITY OF MONTEBELLO FIRE DEPARTMENT
- SHERIFF - CITY OF MONTEBELLO POLICE DEPARTMENT

NOTES:

EXISTING ZONING & LAND USE: C-R (COMMERCIAL RESTRICTED)
PROPOSED ZONING & LAND USE: HOO (HOUSING OPPORTUNITY OVERLAY)
A.P.N.: 6346-026-007, 6346-026-008, & 6346-026-009

TOTAL AREA: 19,140 S.F. = 0.439 ACRES
NUMBER OF EX. LOTS: 3 LOTS
NUMBER OF PROP LOTS: 1 LOT
NO. OF STORIES: 3 STORIES (1 STORY GARAGE & 2 STORIES RESIDENTIAL)
PARKING PROVIDED: 31 PARKING STALL

PROJECT DATA:

AREA
MAX.FAR=SF
PROPOSED FAR: 18,298 SF
NONLIVABLE AREA: 547 SF

GROSS BUILDING AREA:

- LEVEL 1: 12,816 SF
- GARAGE: 11,470.3 SF (NON-LIVABLE)
- UTILITY: 311 SF (NON-LIVABLE)
- TRASH: 217 SF (NON-LIVABLE)
- COMMON: 817 SF (LIVABLE)

- LEVEL 2: 8,838 SF
- COMMON: 454 SF (LIVABLE)
- UNITS: 8,384 SF (LIVABLE)

- LEVEL 3: 9,034 SF
- UNITS: 9,034 SF (LIVABLE)

PROPOSED LOT COVERAGE: 67.0%

SETBACK

FRONT YARD: 20' MIN.; PROPOSED: 20'-2"

SIDE YARD:

REQUIRED: 10' SETBACK; PROPOSED: 10'-2"

REAR YARD: 10' SETBACK; PROPOSED: 10'-2"

DISTANCE BETWEEN BUILDINGS

REQUIRED: 10'-0" RESIDENTIAL USE.

PROPOSED: 10'-3"

BUILDING HEIGHT

ALLOWED: 3 STORIES, 35'

PROPOSED: 3 STORIES, 35'-0"

EARTHWORK QUANTITIES:

CUT: 21 C.Y. IMPORT: 163 C.Y.

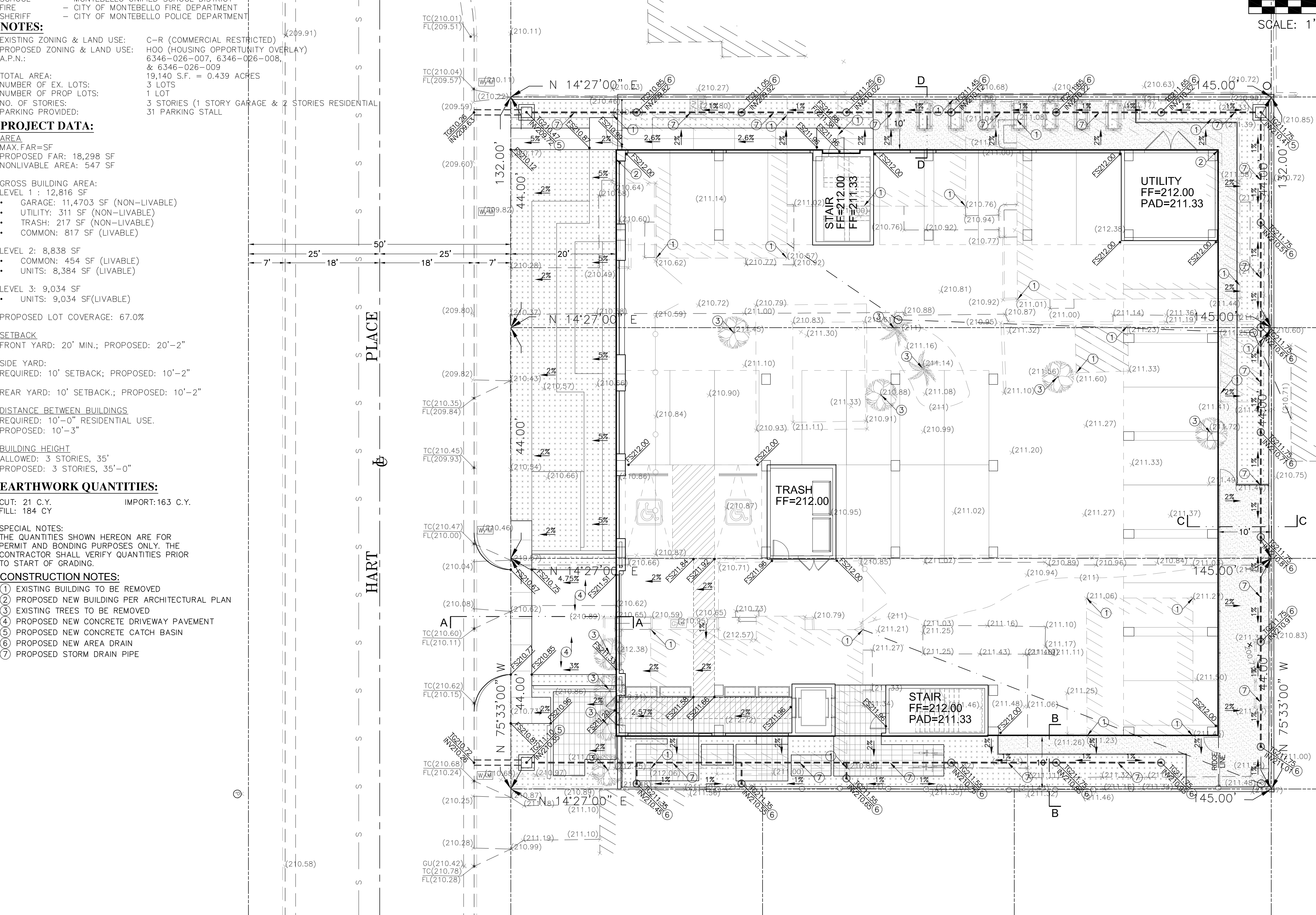
FILL: 184 C.Y.

SPECIAL NOTES:

THE QUANTITIES SHOWN HEREON ARE FOR PERMIT AND BONDING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY QUANTITIES PRIOR TO START OF GRADING.

CONSTRUCTION NOTES:

- EXISTING BUILDING TO BE REMOVED
- PROPOSED NEW BUILDING PER ARCHITECTURAL PLAN
- EXISTING TREES TO BE REMOVED
- PROPOSED NEW CONCRETE DRIVEWAY PAVEMENT
- PROPOSED NEW CONCRETE CATCH BASIN
- PROPOSED NEW AREA DRAIN
- PROPOSED STORM DRAIN PIPE



OWNER/CLIENT:

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P.O. BOX 518,
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BENCHMARK:

CITY BENCHMARK NO. LY5793
L&T ON MOC NE COR C/L INT POPLAR WAY
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- PROPOSED STORM DRAIN PIPE

LAND SURVEYOR:

JACK C. LEE
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576 E. LAMBERT ROAD,
BREA, CA 92821
TEL. NO.: (714) 671-1050

BASIS OF BEARING:

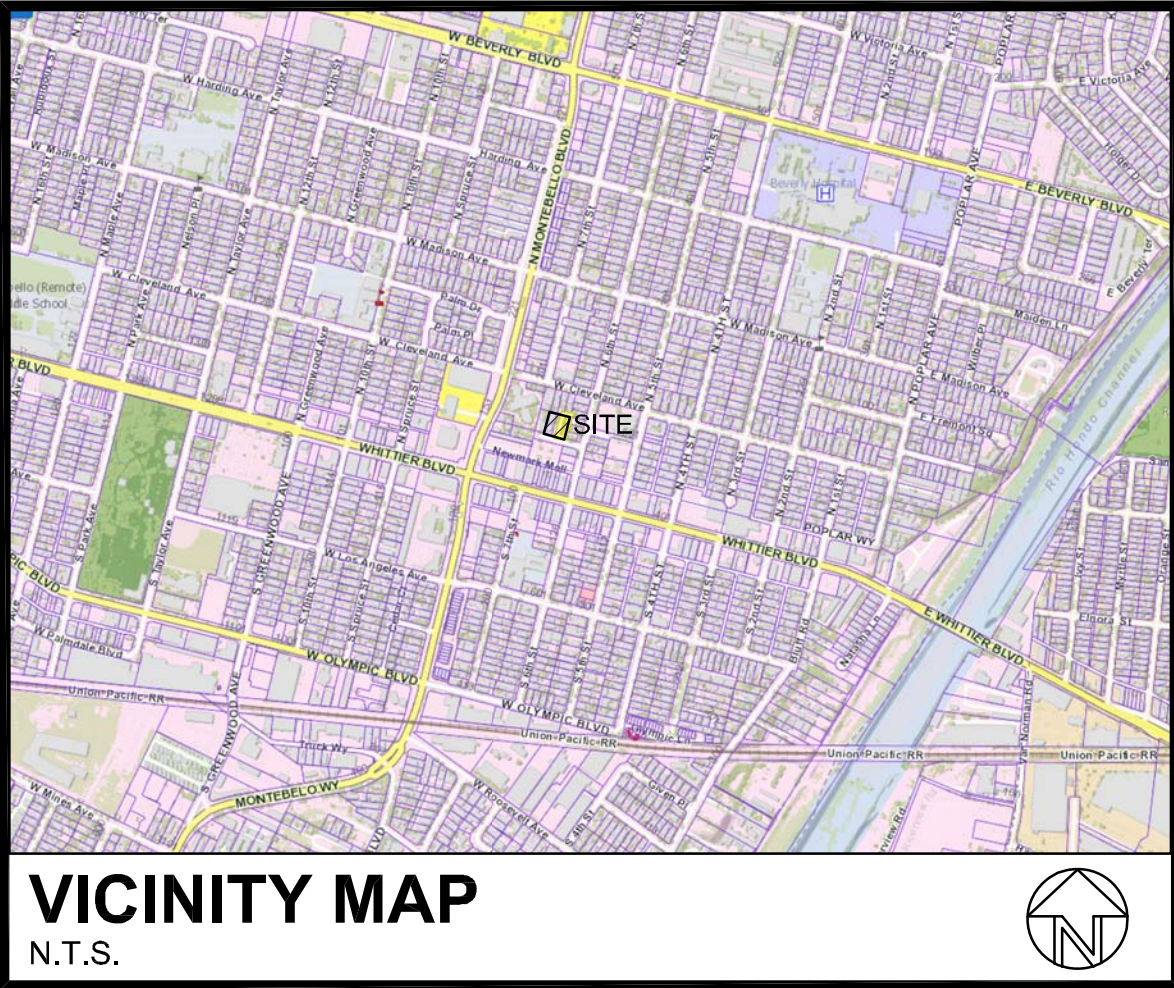
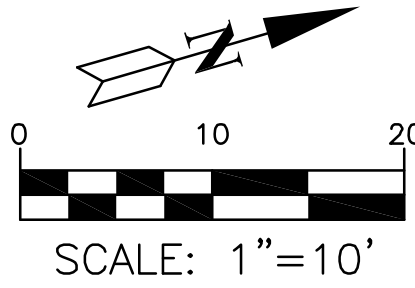
CENTERLINE OF HART PLACE N 75°33'00" W
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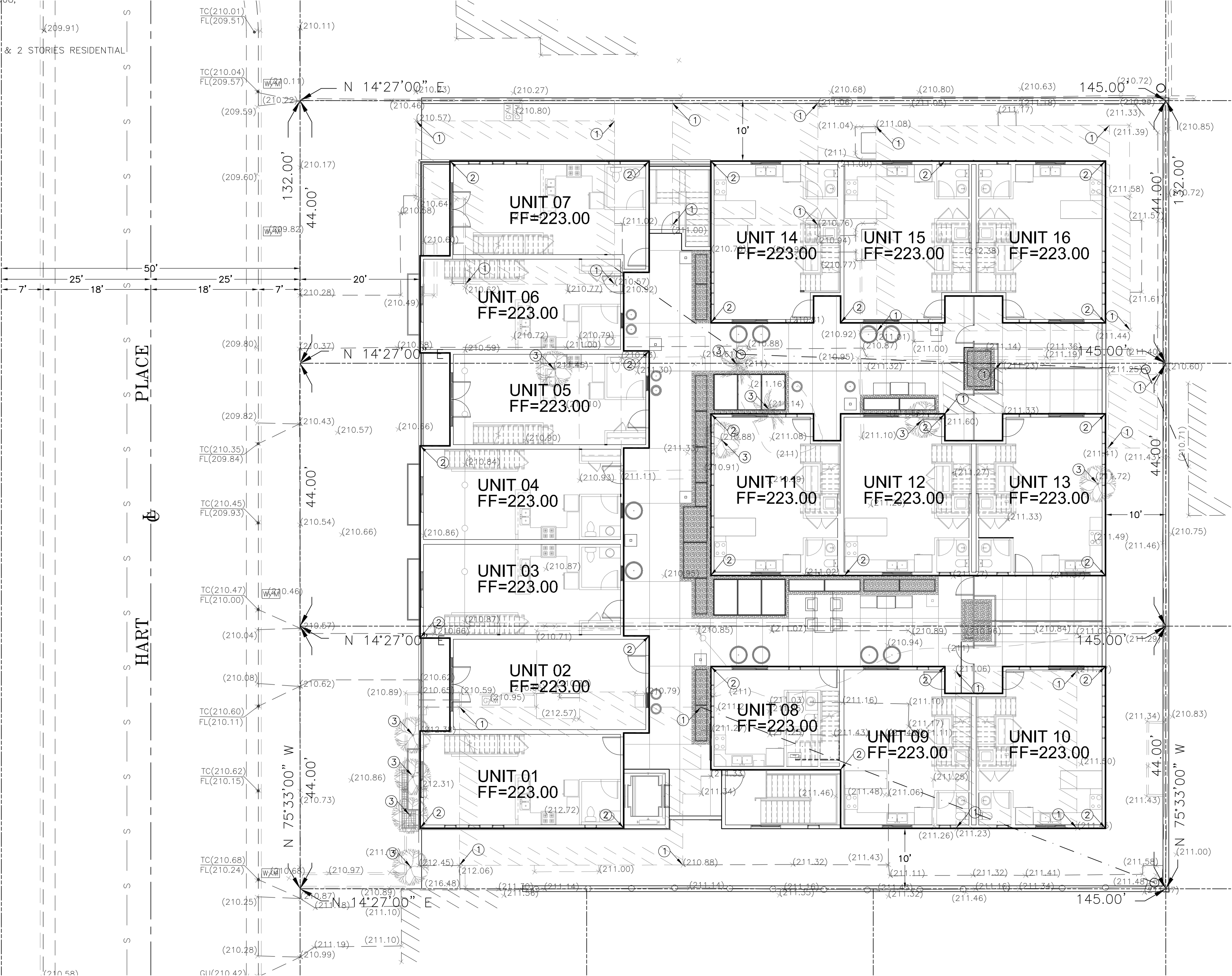
APN: 6346-026-007, 6346-026-008, & 6346-025-009

FOR RESIDENTIAL APARTMENT COMPLEX

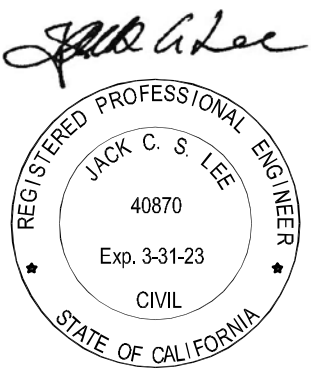


LEGEND:

(123.45).....EXISTING ELEVATION
123.45.....PROPOSED ELEVATION
-(123)-.....EXISTING CONTOUR
-123-.....PROPOSED CONTOUR
.....DRAINAGE PATTERN
.....EX. BLOCK WALL
.....PROP. BLOCK WALL
.....PROP. STRUCTURE
S/W.....SIDEWALK
.....STREET LIGHT
.....CENTERLINE
.....PROPERTY LINE
.....CONSTRUCTION NOTE
.....SANDBAG
.....TOP OF CURB
F.L.....FLOW LINE
F.G.....FINISH GRADE
F.S.....FINISH SURFACE
F.F.....FLOOR FINISH
H.P.....HIGH POINT
P.P.....POWER POLE
D/W.....DRIVEWAY
W.M.....WATER METER
INV.....INVERT ELEVATION
T.G.....TOP OF GRATE



SECOND FLOOR LEVEL



CALLAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
576 E. LAMBERT ROAD, BREA, CA 92821
TEL: (714) 671-1050 FAX: (714) 671-1090

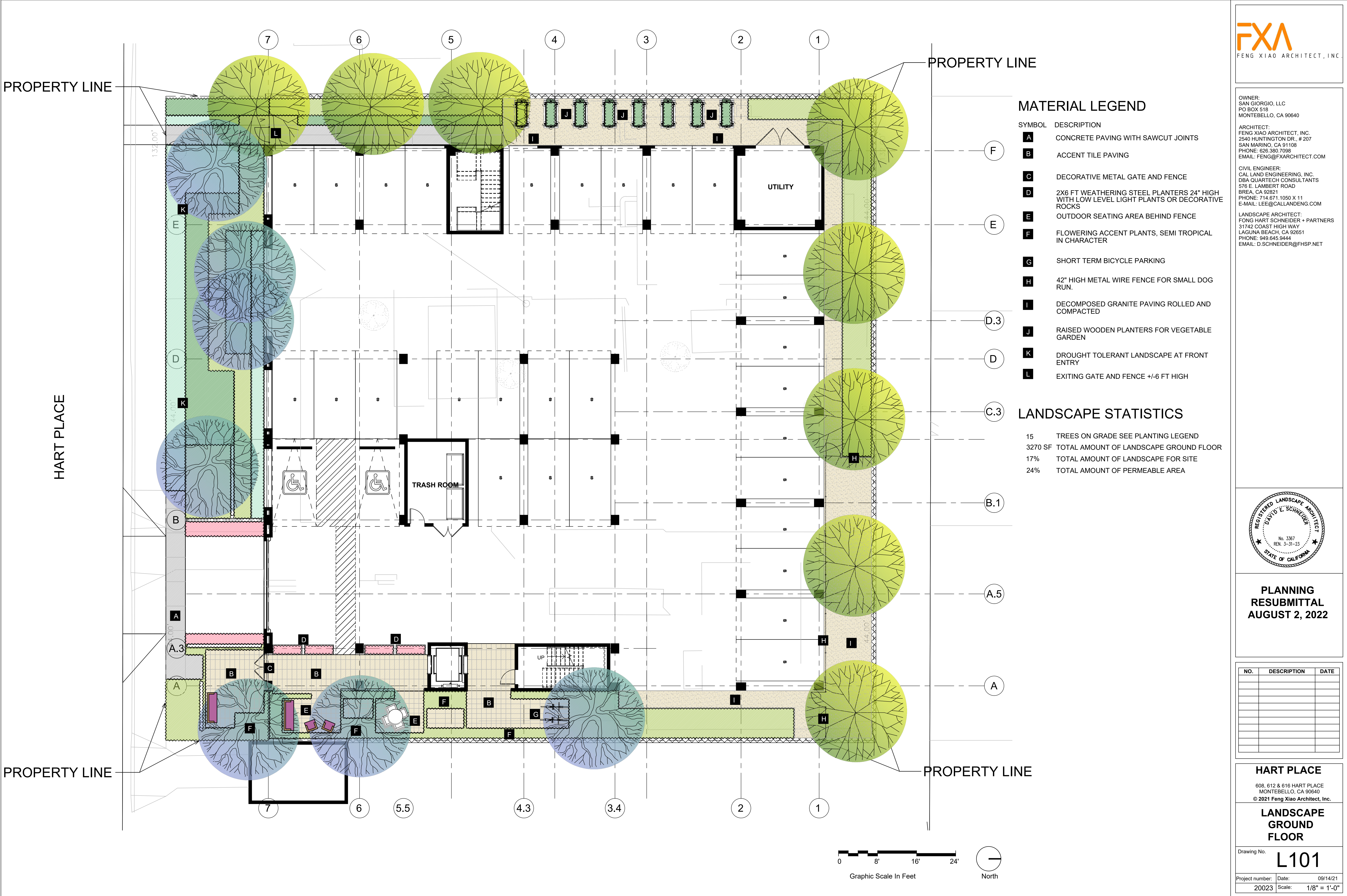
RELEASED

REVISIONS

PROJECT LOCATION:
608, 612 & 616 WEST HART PLACE
MONTEBELLO, CA 90640

DRAWN: EYS
CHECKED:
DATE: 11/22/2021
JOB NO.: 21-027-002
SCALE: 1"=10'
FILE NAME: Hart608_Grading.dwg

C-2
SHEET 2 OF 2 SHT.



NO.	DESCRIPTION	DATE



BRACHYCHITON ACERIFOLIUS



CASSIA LEPTOPHYLLA



CHIONANTHUS RETUSUS



ALYOGYNE HUEGELII



ANIGOZANTHOS 'BIG RED'



CALANDRINIA SPECTABILIS



DYMONDIA MARGARETAE



DIANELLA TASMANICA VARIEGATA



LANTANA "CHAPEL HILL"



LAVANDULA STOECHAS 'BALLERINA'



ROSMARINUS TUSCAN BLUE



RHAMNUS CALIFORNICA 'EVE CASE'



STRELITZIA REGINAE



FATSIA JAPONICA



PARTHENOCISSUS TRICUSPIDATA



BOUGAINVILLEA SAN DIEGO RED

LANDSCAPE STATISTICS

15	TREES ON GRADE SEE PLANTING LEGEND
3270 SF	TOTAL AMOUNT OF LANDSCAPE GROUND FLOOR
17%	TOTAL AMOUNT OF LANDSCAPE FOR SITE
24%	TOTAL AMOUNT OF PERMEABLE AREA

PLANT CHARACTER

TREES:

BOTANICAL NAME	COMMON NAME
BRACHYCHITON ACERIFOLIUS	GOLDEN MEDALLION TREE
CASSIA LEPTOPHYLLA	GOLDEN MEDALLION TREE
CHIONANTHUS RETUSUS	CHINESE FRINGE TREE

SHRUBS AND GROUND COVERS:

BOTANICAL NAME	COMMON NAME
ALYOGYNE HUEGELII	BLUE HIBISCUS
ANIGOZANTHOS 'BIG RED'	KANGAROO PAW
CALANDRINIA SPECTABILIS	ROCK PURSLANE
DYMONDIA MARGARETAE	SILVER CARPET VARIEGATED
DIANELLA TASMANICA VARIEGATA	FLAX LILY
LANTANA "CHAPEL HILL"	CHAPEL HILL YELLOW LANTANA
LAVANDULA STOECHAS 'BALLERINA'	SPANISH BALLERINA LAVENDER
ROSMARINUS TUSCAN BLUE	UPRIGHT ROSEMARY
RHAMNUS CALIFORNICA 'EVE CASE'	COFFEE BERRY
STRELITZIA REGINAE	BIRD OF PARADISE
FATSIA JAPONICA	JAPANESE ARAILIA
PARTHENOCISSUS TRICUSPIDATA	VIRGINIA CREEPER
BOUGAINVILLEA SAN DIEGO RED	SAN DIEGO RED BOUGAINVILLEA



OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR. # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMITTAL
AUGUST 2, 2022

NO.	DESCRIPTION	DATE

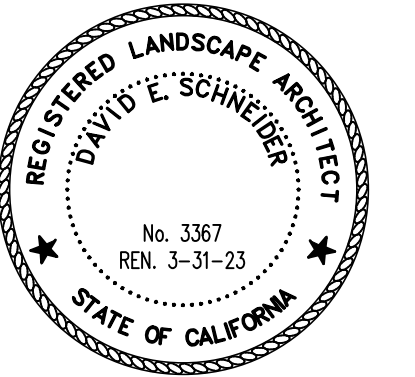
HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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**LANDSCAPE PLANT
LIST + PHOTOS
LEVEL 1**

Drawing No. **L102**

Project number: 20023 Date: 09/14/21
Scale: 1/8" = 1'-0"



**PLANNING
SUBMITTAL
DECEMBER 2, 2021**

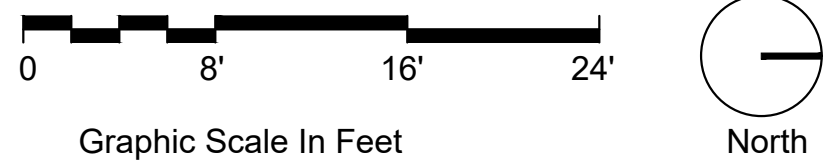
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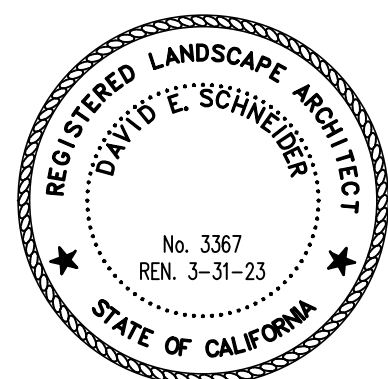
CHART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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WALL / FENCE
PLAN

Drawing No.		L103	
Project number:	Date:	09/14/21	
20023	Scale:	1/8" = 1'-0"	





PLANNING
SUBMITTAL
DECEMBER 2, 2021

NO.	DESCRIPTION	DATE

HART PLACE

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WALL / FENCE SECTIONS, DETAILS AND ELEVATIONS

Drawing No. **L104**
Project number: 20023 Date: 09/14/21
Scale: 1/8" = 1'-0"

MATERIAL LEGEND

SYMBOL	DESCRIPTION
A	6 FT HIGH CMU WALL WITH STUCCO FINISH
B	ACCENT ENTRY WALL ROUGH FORM BOARD FINISH
C	DECORATIVE WOOD GATE AND FENCE
D	DECORATIVE WOOD FENCE

ELEVATION A-A'

ELEVATION B-B'

ELEVATION C-C'

ELEVATION D-D'

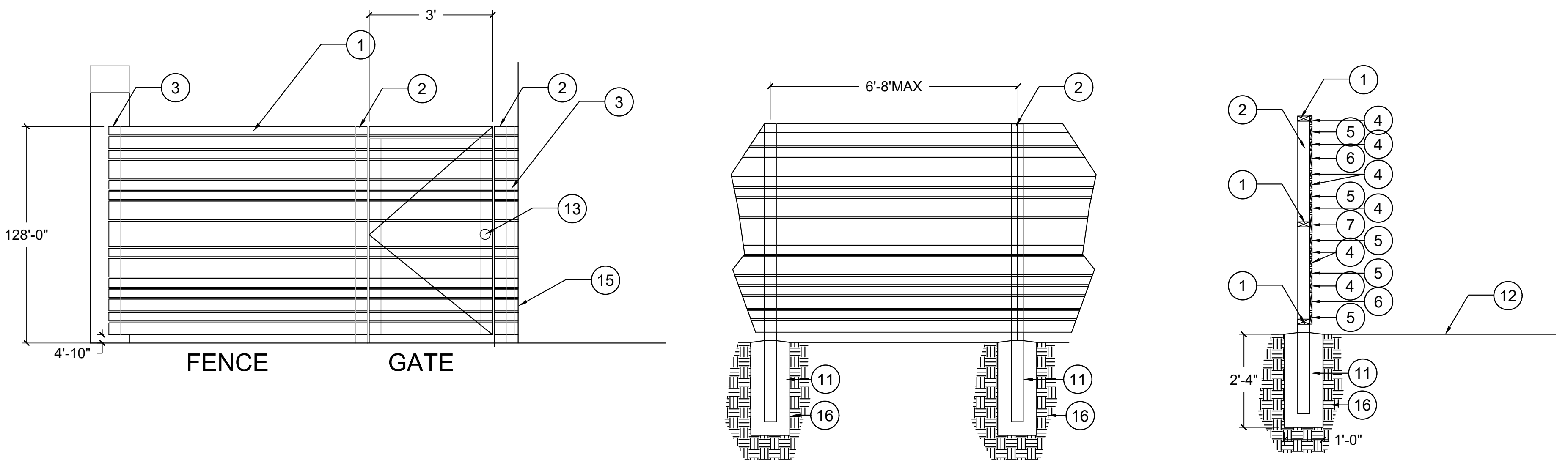
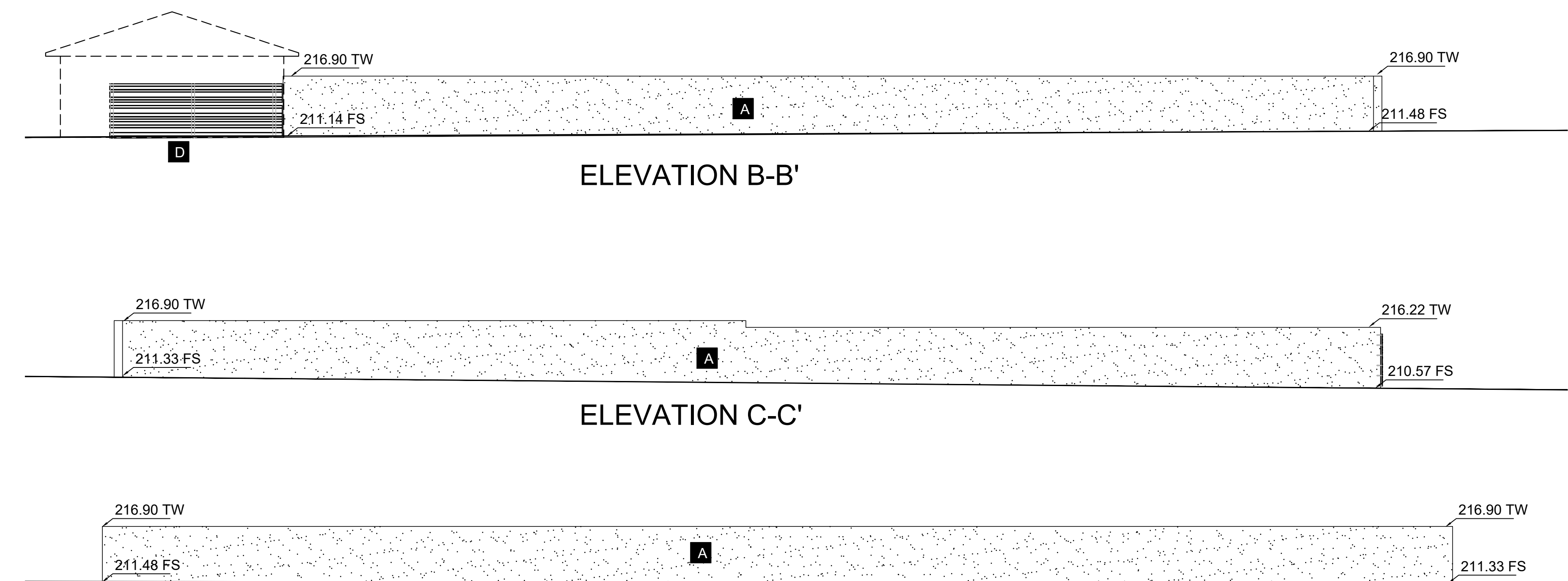
WALL SECTION

WOOD FENCE DETAILS

- 1 PLASTER/STUCCO FINISH TO MATCH BUILDING
- 2 GALVANIZED SHEET METAL CAP WITH 2" DOWNTURN. PAINT METAL TO MATCH WALL STUCCO COLOR.
- 3 8"X 8"X 16" CONCRETE MASONRY UNIT BLOCK WALL WITH #4 REBAR VERTICAL AT 16" ON CENTER, AND HORIZONTAL TOP AND BOTTOM AND 16" ON CENTER FOR WALLS UP TO 30" HIGH
- 4 PROVIDE SCREED AT PAVING OR FINISH LANDSCAPE SURFACE
- 5 SEE REINFORCING AND FOOTING SIZES BY ENGINEERS SD-1, SD-2
- 6 COMPACTED SUBGRADE

- LEGEND
- 1 2 X 4 CEDAR CAP, MID BEAM AND BOTTOM RAIL
 - 2 4 X 4 CEDAR POST
 - 3 2 X 4 CEDAR NAILER AT WALL
 - 4 1 X 3 CEDAR
 - 5 1 X 4 CEDAR
 - 6 1 X 6 CEDAR
 - 7 1 X 8 CEDAR
 - 8 2 X 4 CEDAR SIDE RAILS FOR GATE
 - 9 2 X 4 CEDAR TOP AND BOTTOM RAILS FOR GATE
 - 10 4" HEAVY DUTY BRASS HINGES - (2) PER GATE
 - 11 CONCRETE POST FOOTING - PROVIDE POSITIVE DRAINAGE AT TOP OF FOOTING FINISH GRADE
 - 12 LOCKABLE DOOR HANDLE HARDWARE, SELF -LATCHING TO BE SELECTED BY OWNER
 - 13 EMBED POST TO 2' DEPTH IN CONCRETE FOOTING - BUILDING WALL
 - 14 95% COMPACTED SUBGRADE - VERIFY WITH SOIL ENGINEER'S REPORT

- NOTES
- ALL WOOD TO BE ROUGH SAWN CEDAR.
 - ALL HARDWARE TO BE HOT DIP GALVANIZED.
 - PROVIDE 1" AIRSPACE WHERE WOOD FENCE MEETS BUILDING.
 - ALL FENCING TO BE ONE (1) PRIMED AND PAINTED W/ TWO (2) COATS EXTERIOR SOLID STAIN BLACK

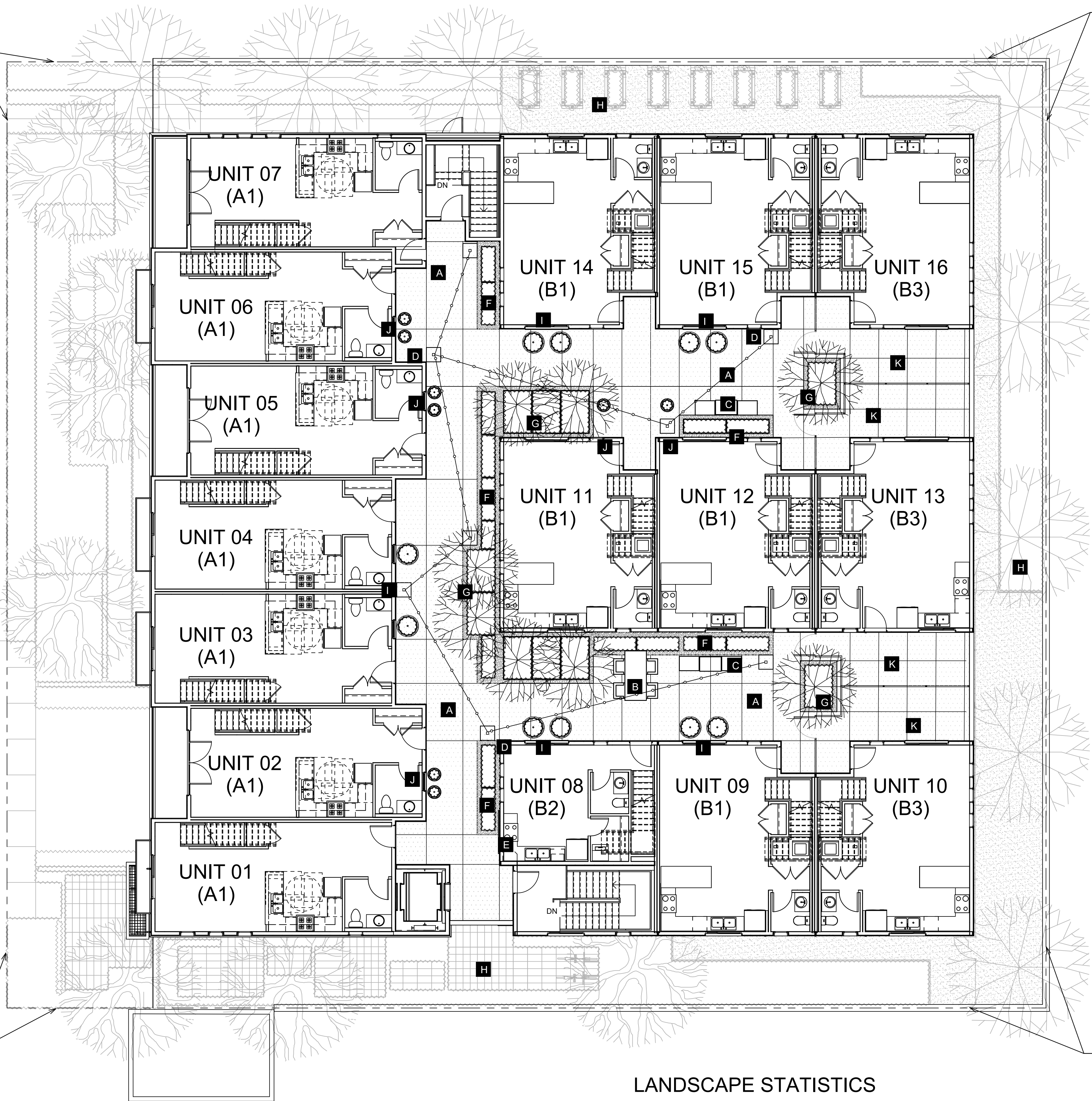


PROPERTY LINE

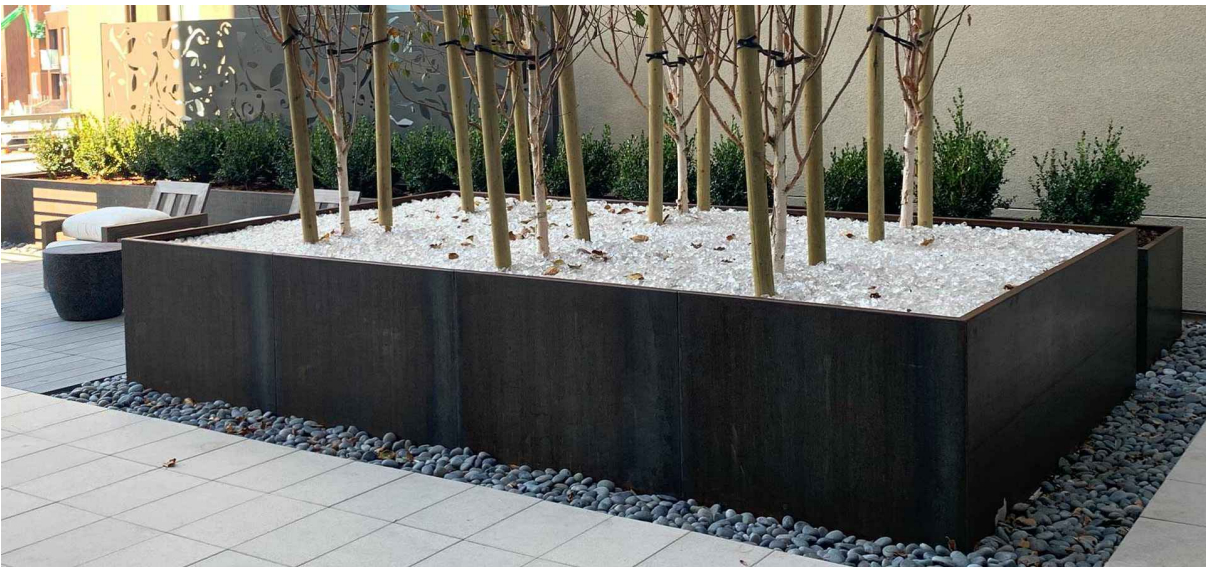
PROPERTY LINE

PROPERTY LINE

PROPERTY LINE



- SYMBOL DESCRIPTION
- A** CONCRETE PAVING WITH SAWCUT JOINTS
 - B** IPE WOOD DINING TABLE AND CHAIRS FOR 5-6 PEOPLE,
 - C** BBQ WITH OUTDOOR KITCHEN COUNTER
 - D** POLES AND STRING LIGHTS OVER SEATING AND DINING AREA
 - E** DECORATIVE METAL ART GRILLE MOUNTED TO WALL SEE PHOTO BELOW
 - F** 2X6 FT WEATHERING STEEL PLANTERS 24" HIGH SET INTO DECORATIVE GRAVEL BAND WITH DROUGHT TOLERANT LANDSCAPE AREAS
 - G** 3x6FT FIBERGLASS PLANTERS 36" HIGH WITH CERCIS CANADENSIS 'FOREST PANSY TREES' 24" BOX MINIMUM ALTERNATE TREE; MAGONOLIA SOULANGIANA
 - H** LANDSCAPING AT LOWER ENTRY
 - I** LOW (+/-18") ACCENT LANDSCAPE CONTAINERS
 - J** HIGH (+/-36") ACCENT LANDSCAPE CONTAINERS
 - K** OUTDOOR PRIVATE OPEN SPACE ENCLOSED BY 42" HIGH METAL RAILING AND 3FT GATE



WEATHERING STEEL PLANTERS WITH DECORATIVE GRAVEL BAND



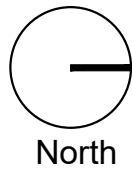
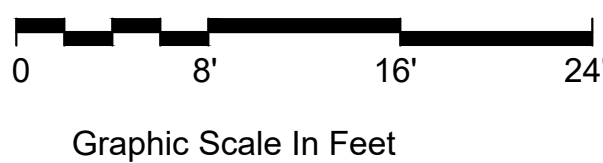
STAINLESS STEEL BBQ AND COUNTER, NEW AGE PRODUCTS
OUTDOOR KITCHEN STAINLESS STEEL 3 PIECE CABINET SET, WITH WOOD LOUVER FRONTS SET INCLUDES,
1 X SINK CABINET 32X23X35.5,
1 X 2-DOOR WITH DRAWER CABINET, 3
2X23X35.51 X 40 IN. INSERT GRILL CABINET,
1 X STAINLESS STEEL COUNTER TOP,
1 X NEWAGE PRODUCTS 40 IN. INSERT GRILL, WITH PROPANE WITH TANK HOLDER OR EQUAL



PRECEDENT IMAGE DECORATIVE METAL ART GRILLE MOUNTED ON WALL

LANDSCAPE STATISTICS

- 8 TREES ON PODIUM SEE PLANTING LEGEND
- 378 SF TOTAL AMOUNT OF PODIUM LANDSCAPE
- 61 SF TOTAL AMOUNT OF CONTAINER LANDSCAPE



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PLANNING
RESUBMITTAL
AUGUST 2, 2022

NO.	DESCRIPTION	DATE

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608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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**LANDSCAPE PLAN -
LEVEL 2**

Drawing No. **L201**
Project number: 20023 Date: 09/14/21 Scale: 1/8" = 1'-0"



CERCIS CANADENSIS 'FOREST PANSY'



ARBUTUS MARINA



CASSIA LEPTOPHYLLA



CERCIDIUM X 'DESERT MUSEUM'

LANDSCAPE STATISTICS

8	TREES ON PODIUM SEE PLANTING LEGEND
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PLANT CHARACTER

TREES:

BOTANICAL NAME CERCIS CANADENSIS 'FOREST PANSY'	COMMON NAME FOREST PANSY REDBUD
--	------------------------------------

ALTERNATES

ARBUTUS MARINA CASSIA LEPTOPHYLLA CERCIDIUM X 'DESERT MUSEUM'	MARINA STRAWBERRY TREE GOLDEN MEDALLION TREE PALO VERDE DESERT MUSEUM
---	---

SHRUBS AND GROUND COVERS:

BOTANICAL NAME DICHONDRA 'SILVER FALLS' ANIGOZANTHOS 'BIG RED' ASPARAGUS DENSIFLORUS 'MYERS' DIANELLA TASMANICA VARIEGATA LANTANA "CHAPEL HILL" ROSMARINUS HUNTINGTON CARPET STRELITZIA REGINAE VAR JUNCEA	COMMON NAME SILVER FALLS KANGAROO PAW FOXTAIL FERN VARIEGATED FLAX LILY CHAPEL HILL YELLOW LANTANA ROSEMARY NARROW-LEAFED BIRD OF PARADISE
---	---

CONTAINER LANDSCAPE

BOTANICAL NAME FURCREA MACDOUGALLII SENECIO ROWLEYANUS AEONIUM 'JOLLY GREEN' ECHEVERIA 'AFTERGLOW' AGAVE ATTENUATA	COMMON NAME NCN STRING OF PEARLS JOLLY GREEN AFTERGLOW AGAVE
---	---



DICHONDRA 'SILVER FALLS'



ANIGOZANTHOS 'BIG RED'



ASPARAGUS DENSIFLORUS 'MYERS'



DIANELLA TASMANICA VARIEGATA



LANTANA "CHAPEL HILL"



ROSMARINUS HUNTINGTON CARPET

STRELITZIA REGINAE VAR JUNCEA



FURCREA MACDOUGALLII



SENECIO ROWLEYANUS



AEONIUM 'JOLLY GREEN'



ECHEVERIA 'AFTERGLOW'



AGAVE ATTENUATA



OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR. # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



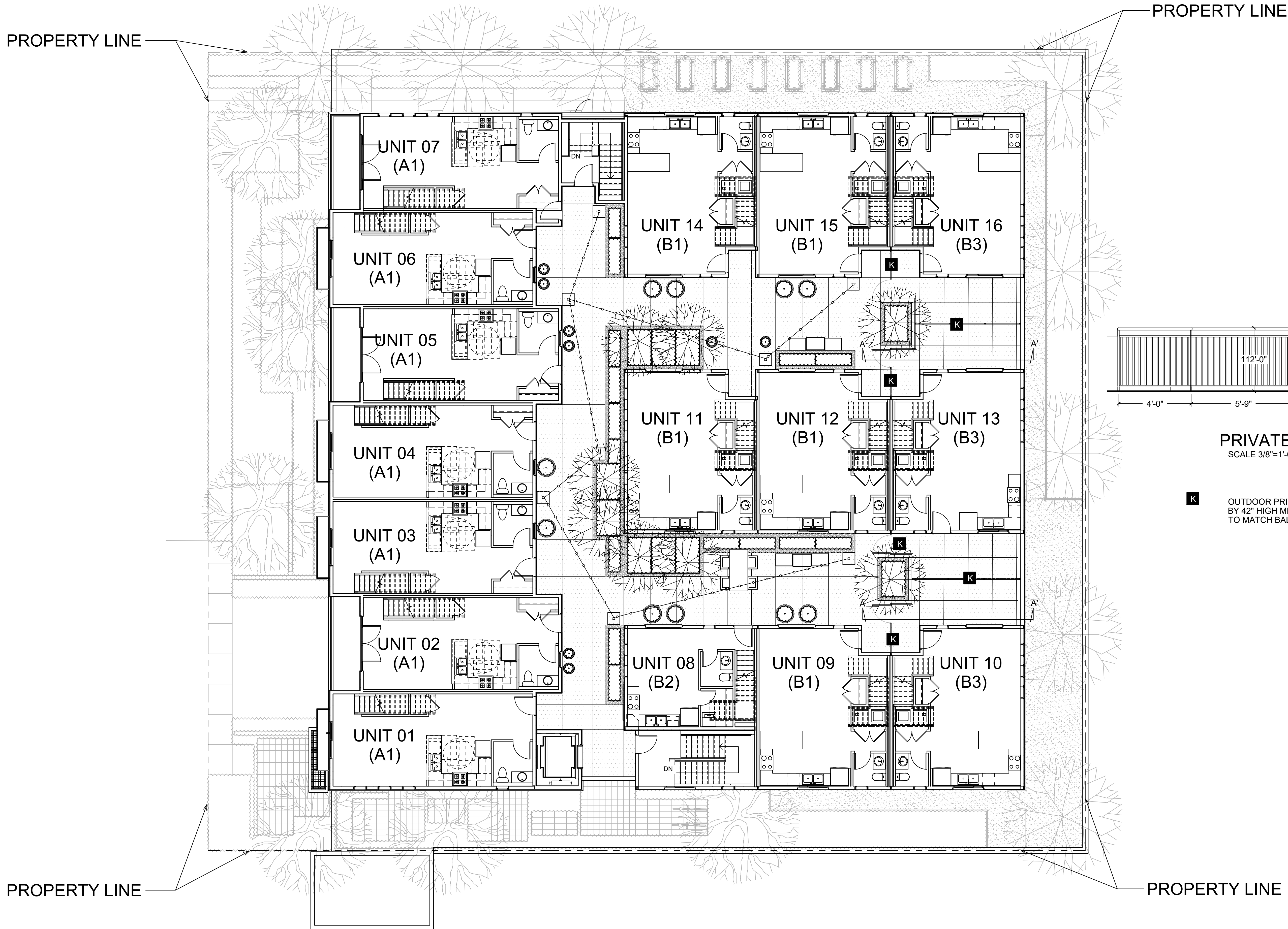
PLANNING
SUBMITTAL
DECEMBER 2, 2021

NO.	DESCRIPTION	DATE

HART PLACE
608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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LANDSCAPE PLANT
LIST + PHOTOS
LEVEL 2

Drawing No.	L202
Project number:	20023
Date:	09/14/21
Scale:	1/8" = 1'-0"



**PLANNING
RESUBMITTAL
AUGUST 2, 2022**

NO.	DESCRIPTION	DATE

HART PLACE
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**FENCES/RAILINGS
LEVEL 2**

Drawing No. **L203**

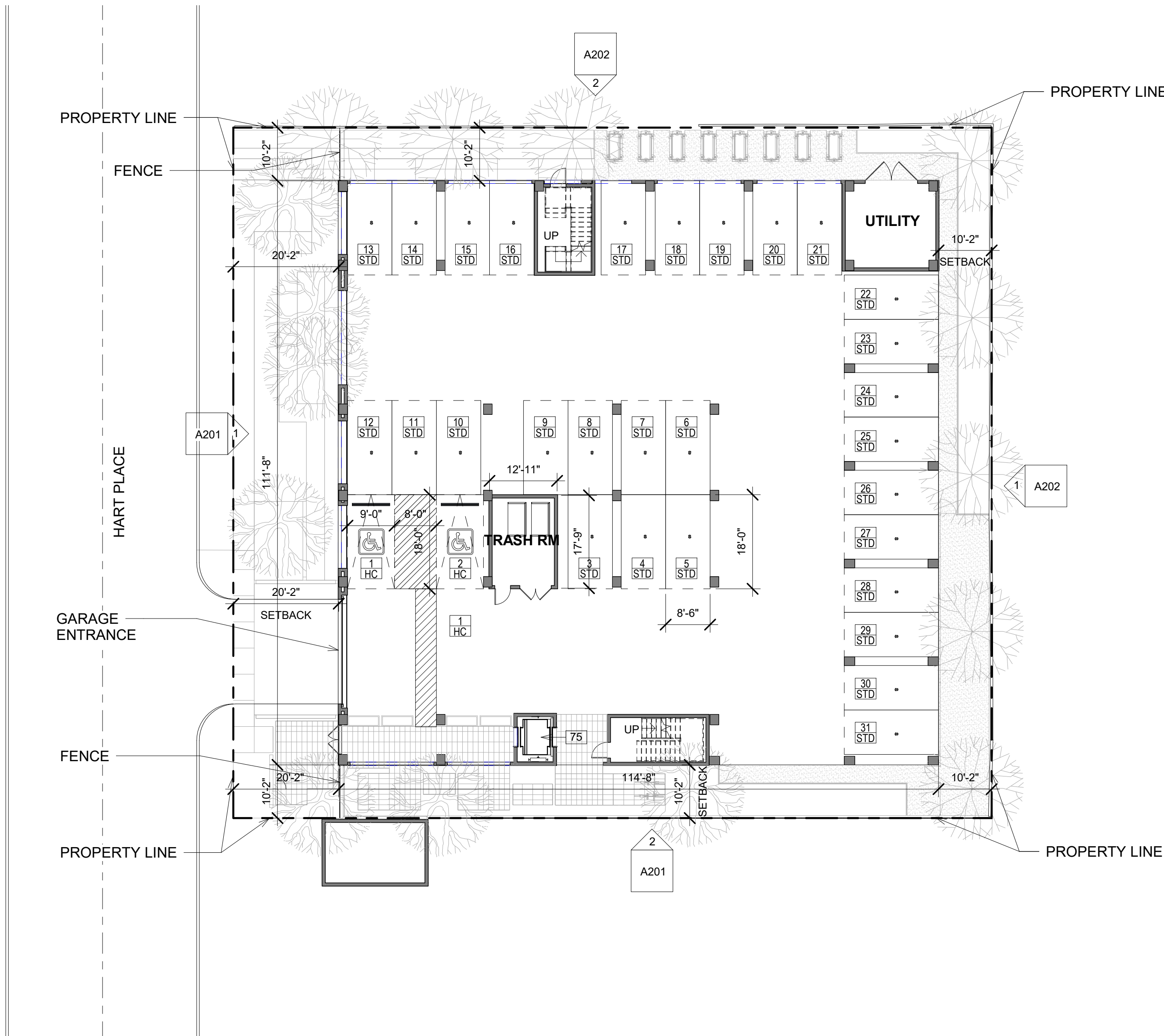
Project number: 20023 Date: 09/14/21 Scale: 1/8" = 1'-0"

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

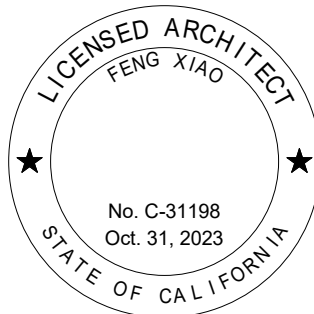
LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PARKING SCHEDULE	
PARKING TYPE	COUNT

H.C. PARKING	1
STANDARD PARKING	29
VAN ACCESSIBLE PARKING	1

Grand total: 31



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

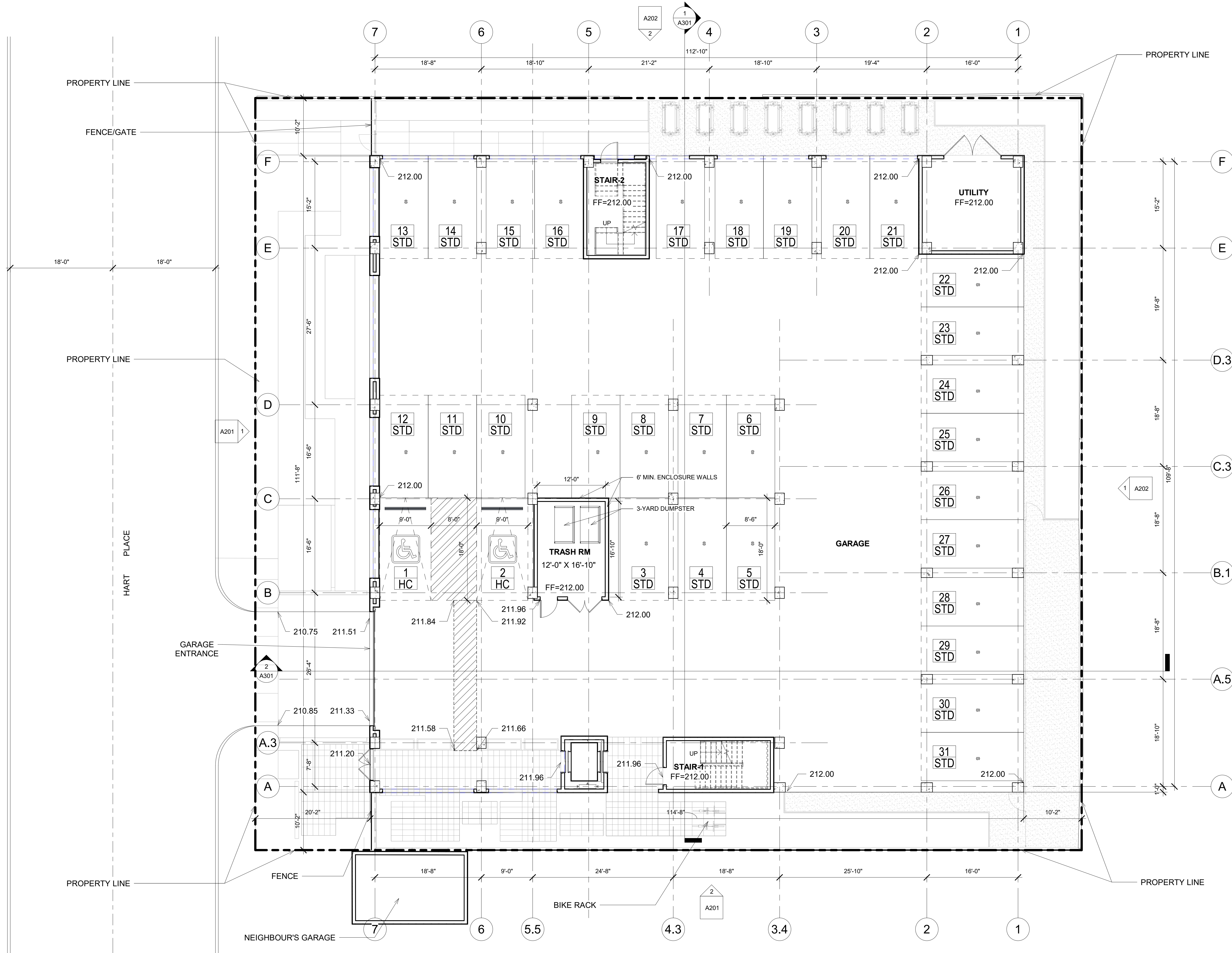
HART PLACE
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SITE PLAN

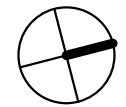
Drawing No. **A001**

Project number: 20023 Date: 08/04/22 Scale: 1/16" = 1'-0"

1 SITE PLAN
1/16" = 1'-0"



1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"



- NOTE:
- DIMENSIONS FOR WALLS INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO FACE OF STUDS, FROM FACE OF STUDS, AND/OR EDGE OF STUDS.
 - AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

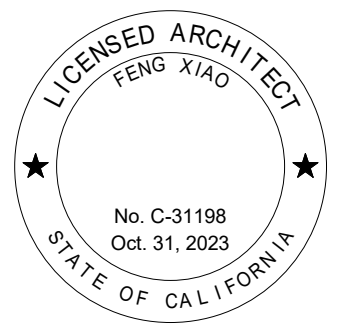


OWNER:
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SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
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LAGUNA BEACH, CA 92651
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EMAIL: D.SCHNEIDER@FHSP.NET



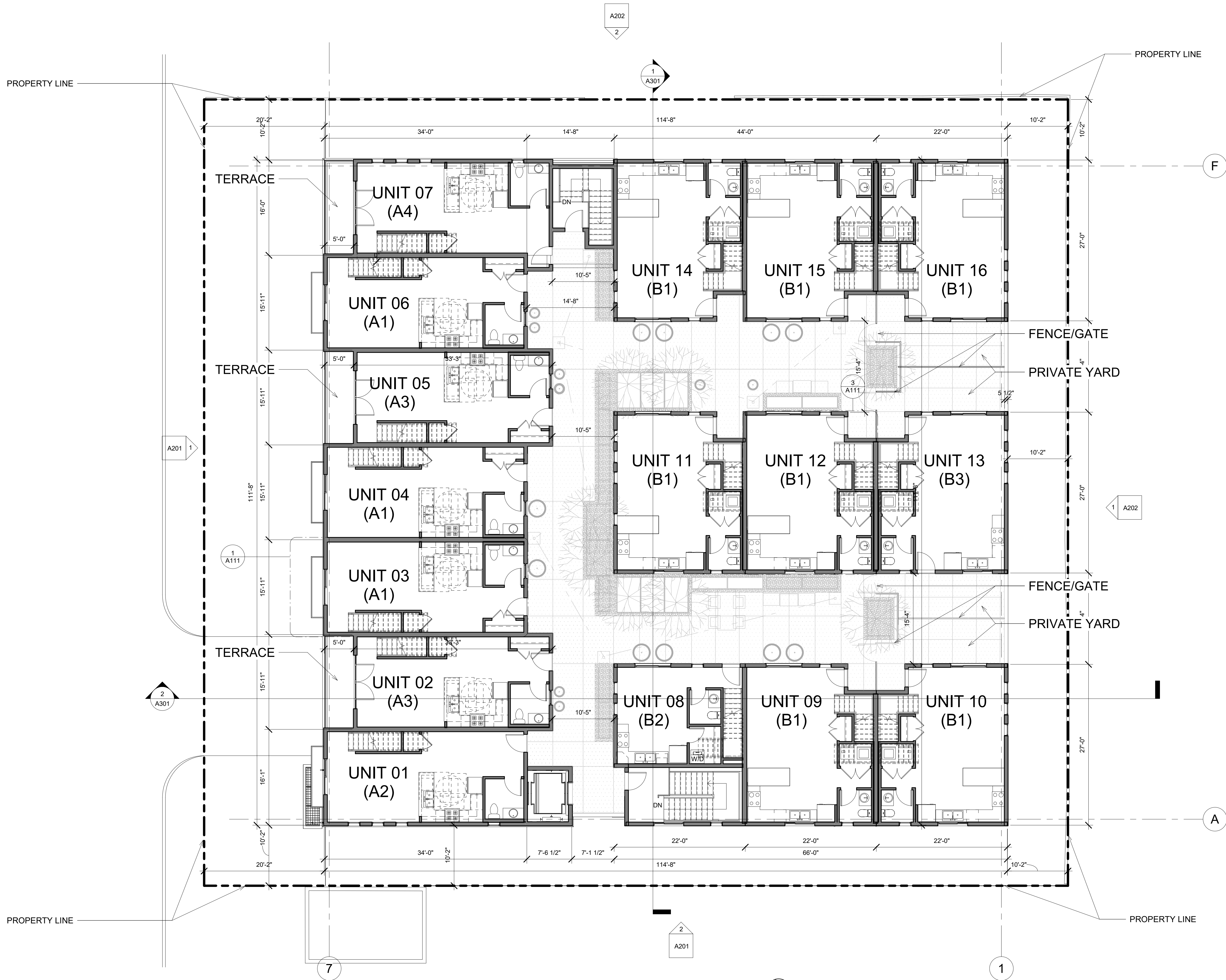
PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

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FLOOR PLAN -
LEVEL 1

Drawing No.	A101
Project number:	20023
Date:	08/04/22
Scale:	1/8" = 1'-0"



1 FLOOR PLAN - LEVEL 2
1/8" = 1'-0"

- NOTE:
- DIMENSIONS FOR WALLS INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO FACE OF STUDS, FROM FACE OF STUDS, AND/OR EDGE OF STUDS.
 - AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

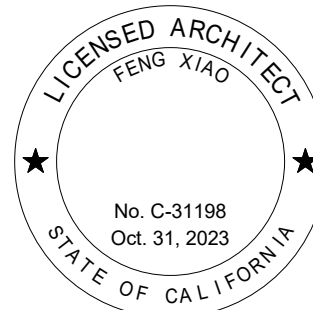


OWNER:
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PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

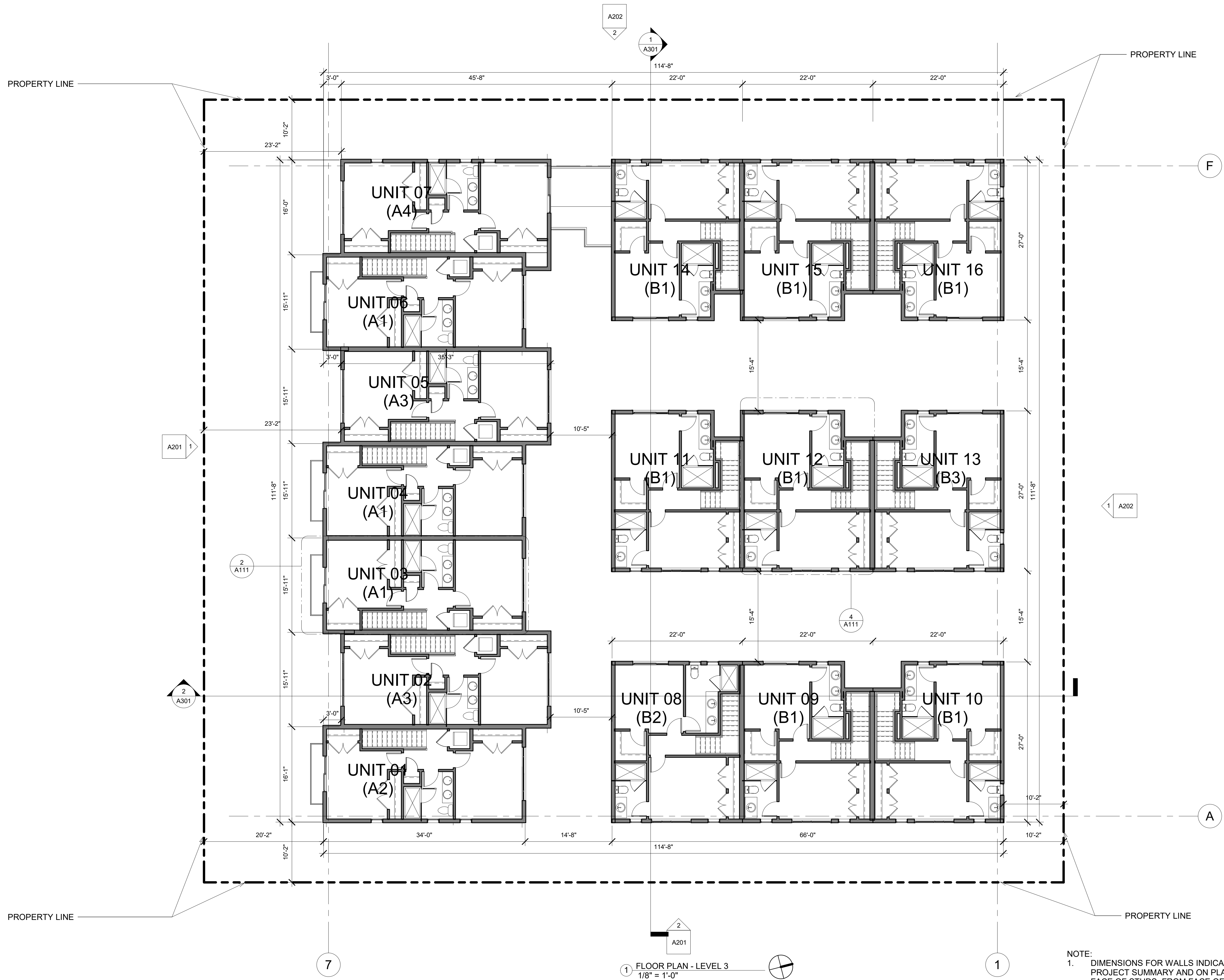
HART PLACE

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FLOOR PLAN - LEVEL 2

Drawing No. **A102**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"



NOTE:
1. DIMENSIONS FOR WALLS INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO FACE OF STUDS, FROM FACE OF STUDS, AND/OR EDGE OF STUDS.
2. AREA INDICATED IN PROJECT SUMMARY AND ON PLANS ARE TO EXTERIOR FACE OF WALLS.

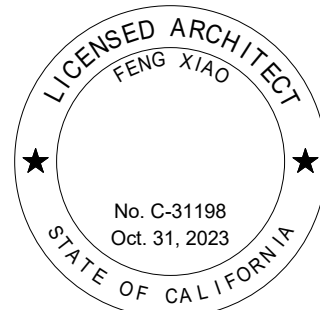


OWNER:
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PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

HART PLACE

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**FLOOR PLAN -
LEVEL 3**

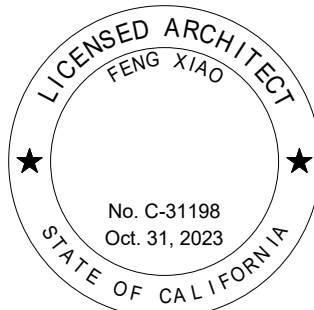
Drawing No.	A103	
Project number:	Date:	08/04/22
20023	Scale:	1/8" = 1'-0"

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

HART PLACE

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ROOF PLAN

Drawing No. **A104**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"

PROPERTY LINE

PROPERTY LINE

1

A202

PROPERTY LINE

PROPERTY LINE

A202

2

1

A301

A201

1

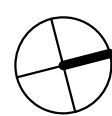
2

A301

2

A201

1 ROOF PLAN
1/8" = 1'-0"



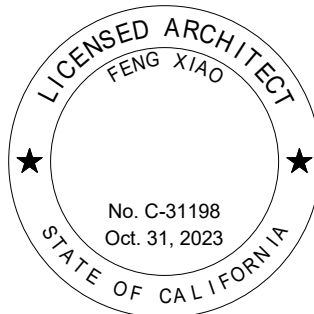
PROPERTY LINE

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
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FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
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PLANNING
RESUBMISSION
08/04/22

NO.	DESCRIPTION	DATE

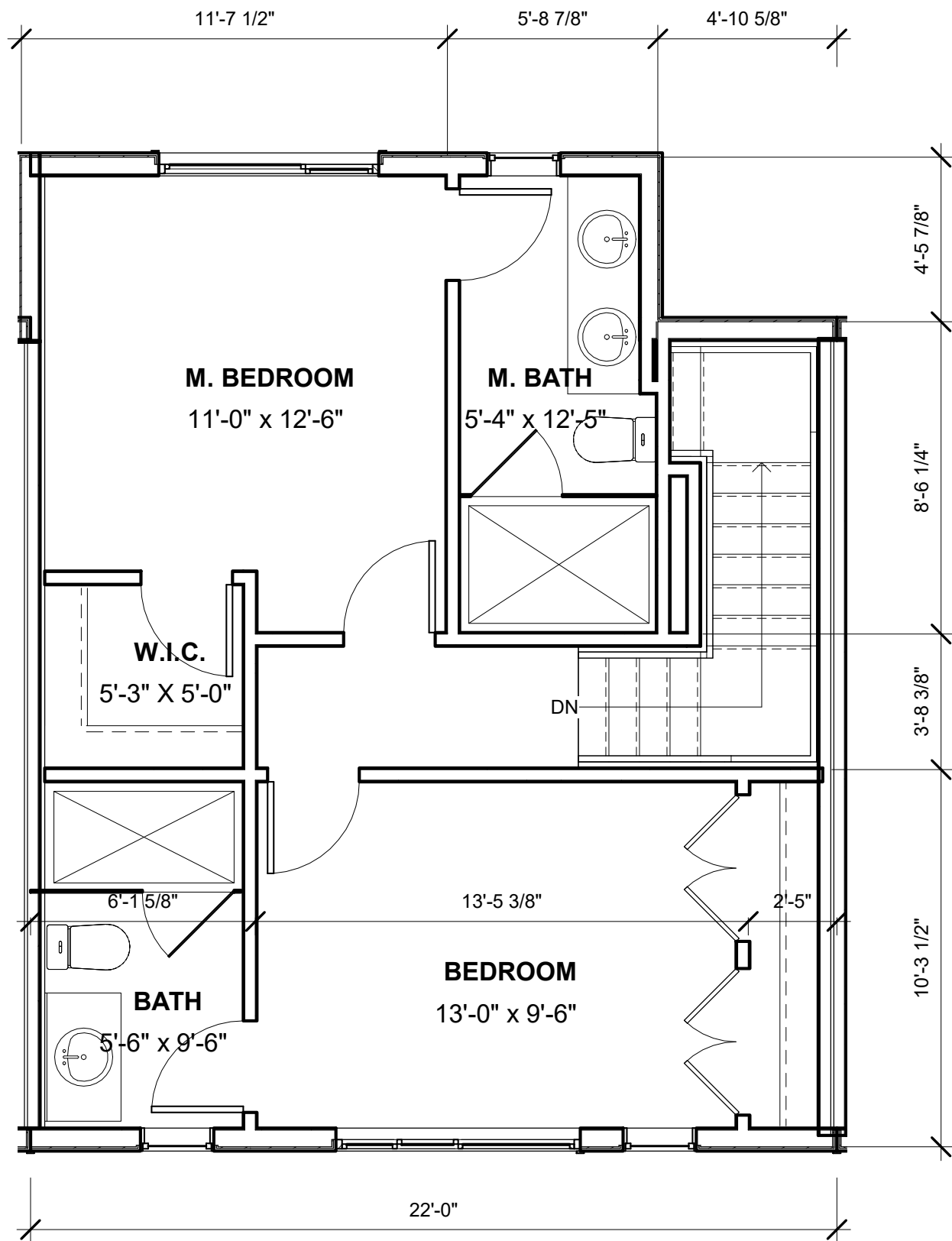
HART PLACE

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MONTEBELLO, CA 90640
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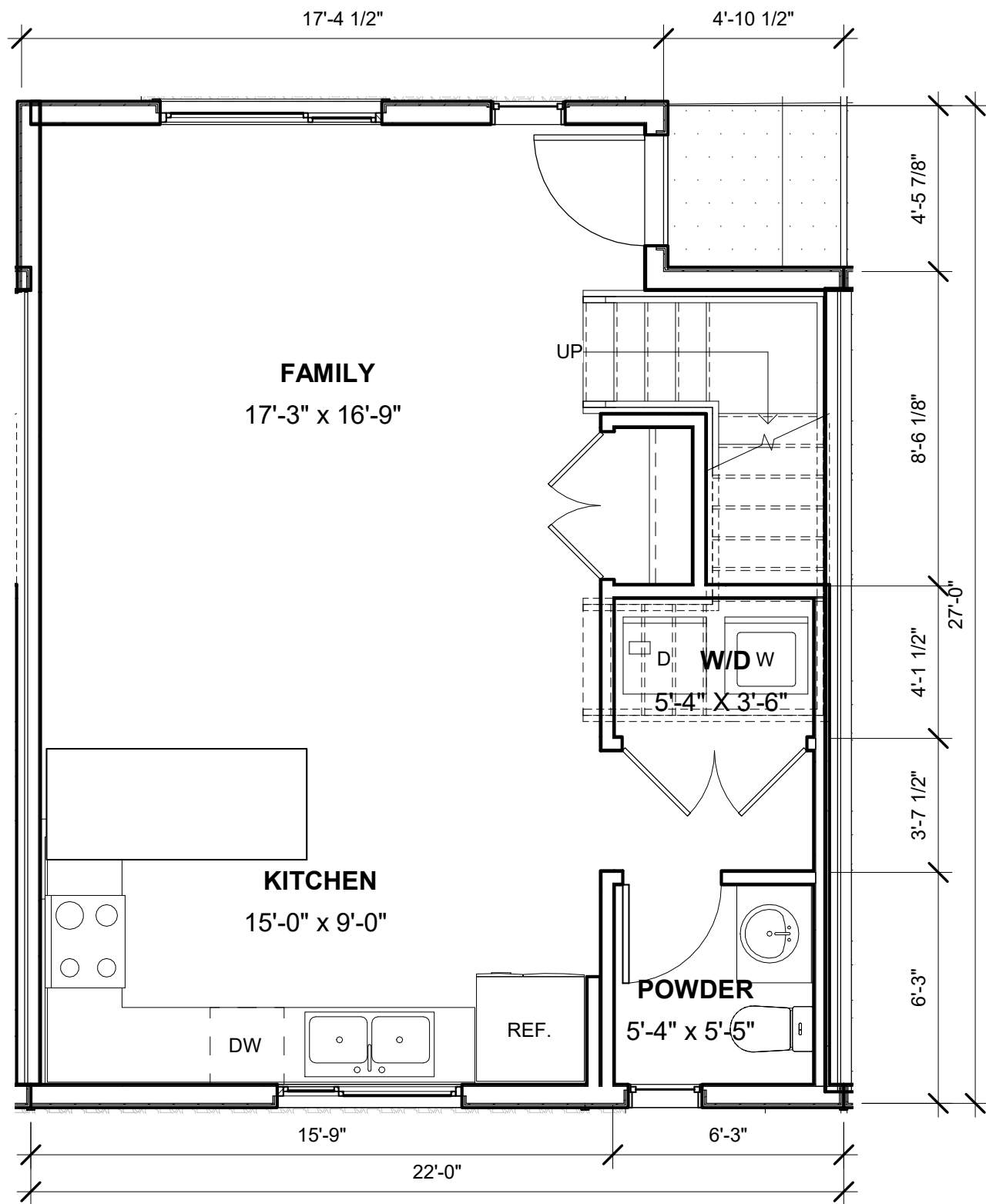
UNIT PLANS

Drawing No. **A111**

Project number: 20023 Date: 08/04/22 Scale: 1/4" = 1'-0"



④ TYPE B1 - LEVEL 3
1/4" = 1'-0"



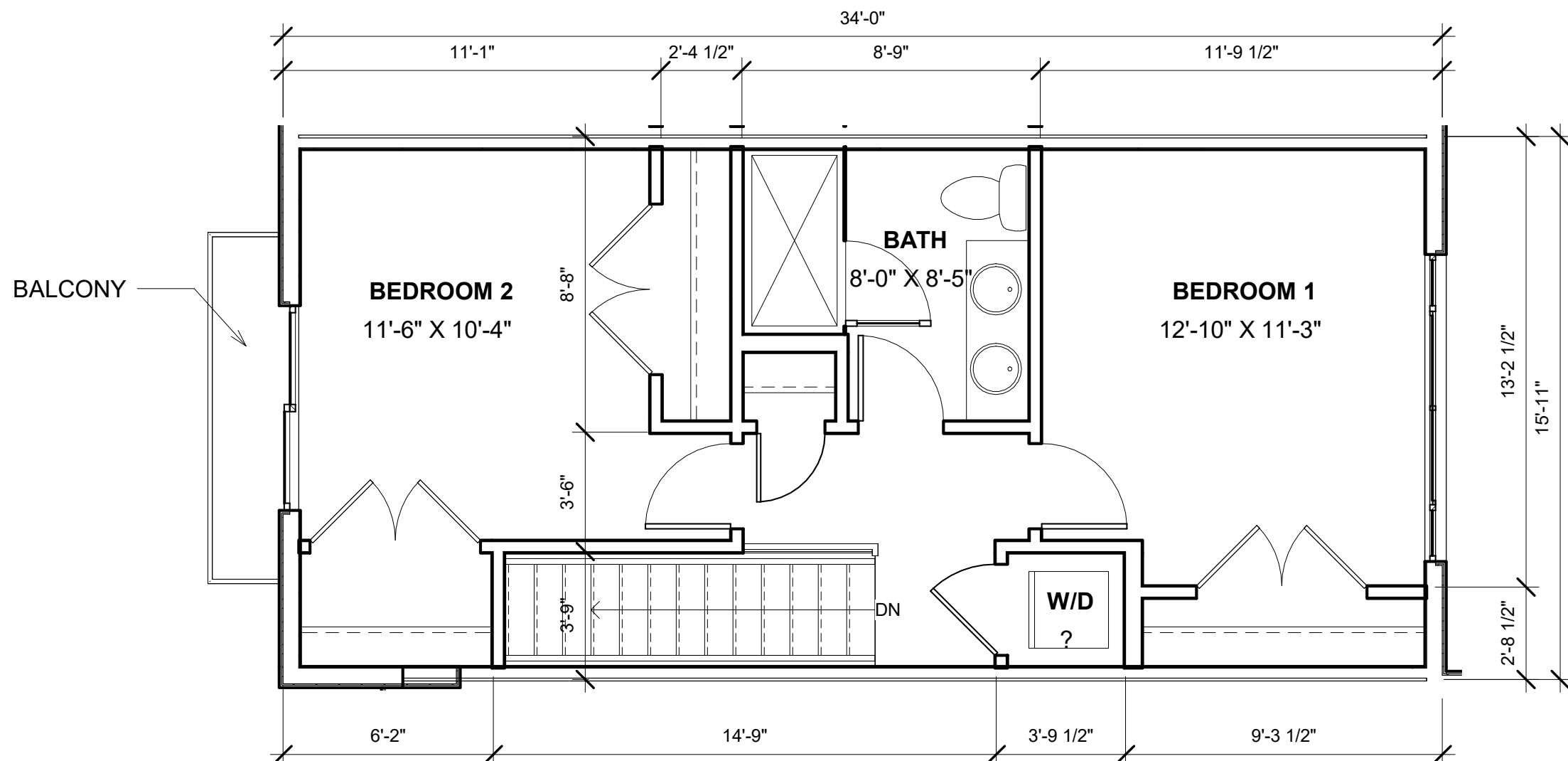
③ TYPE B1 - LEVEL 2
1/4" = 1'-0"

AREA SCHEDULE - TYPE B1	
LEVEL	AREA

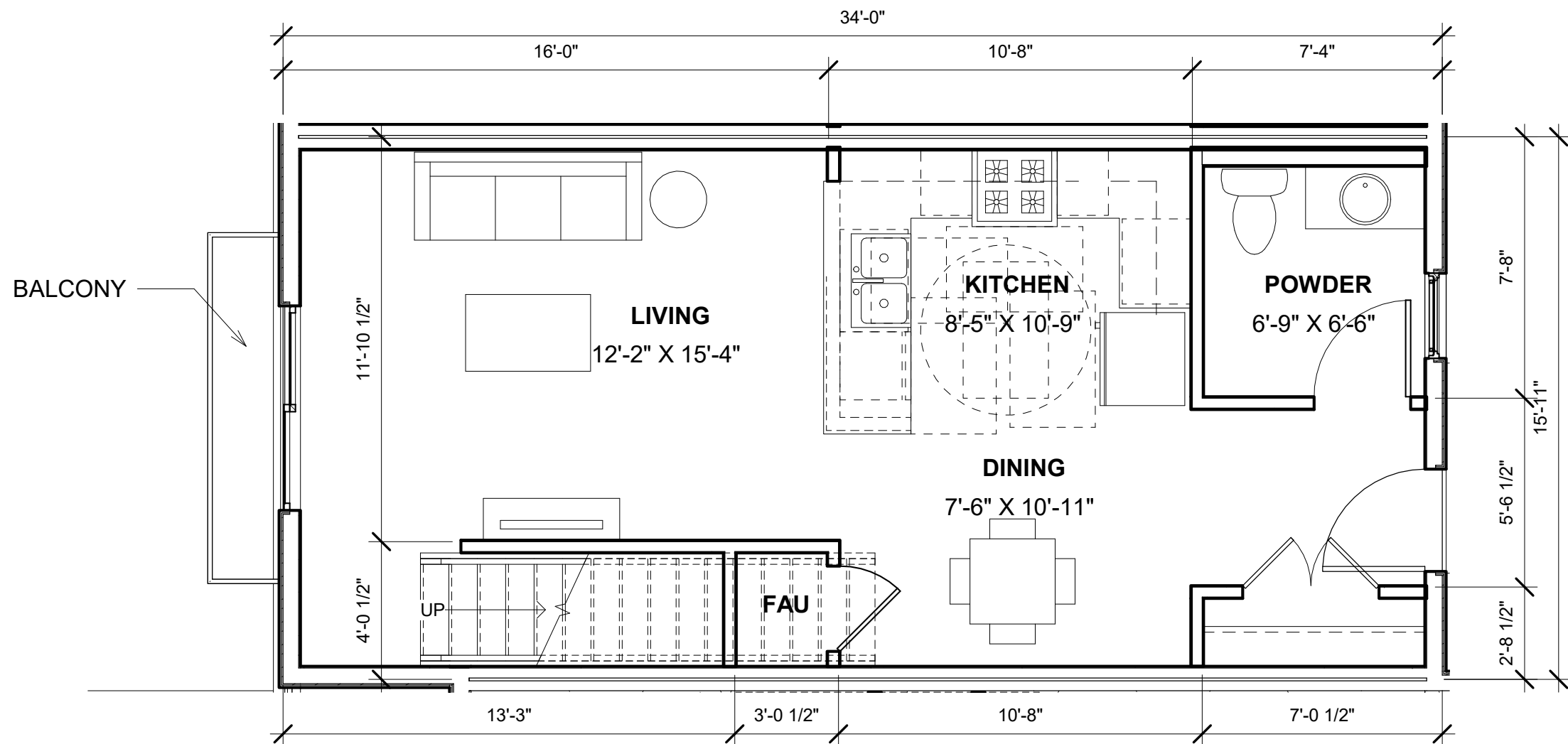
B1	
LEVEL 2	540 SF
LEVEL 3	578 SF
B1: 2	1,118 SF
Grand total:	1,118 SF
2	

AREA SCHEDULE - TYPE A1	
LEVEL	AREA

A1	
LEVEL 2	515 SF
LEVEL 3	545 SF
A1: 2	1,060 SF
Grand total:	1,060 SF
2	

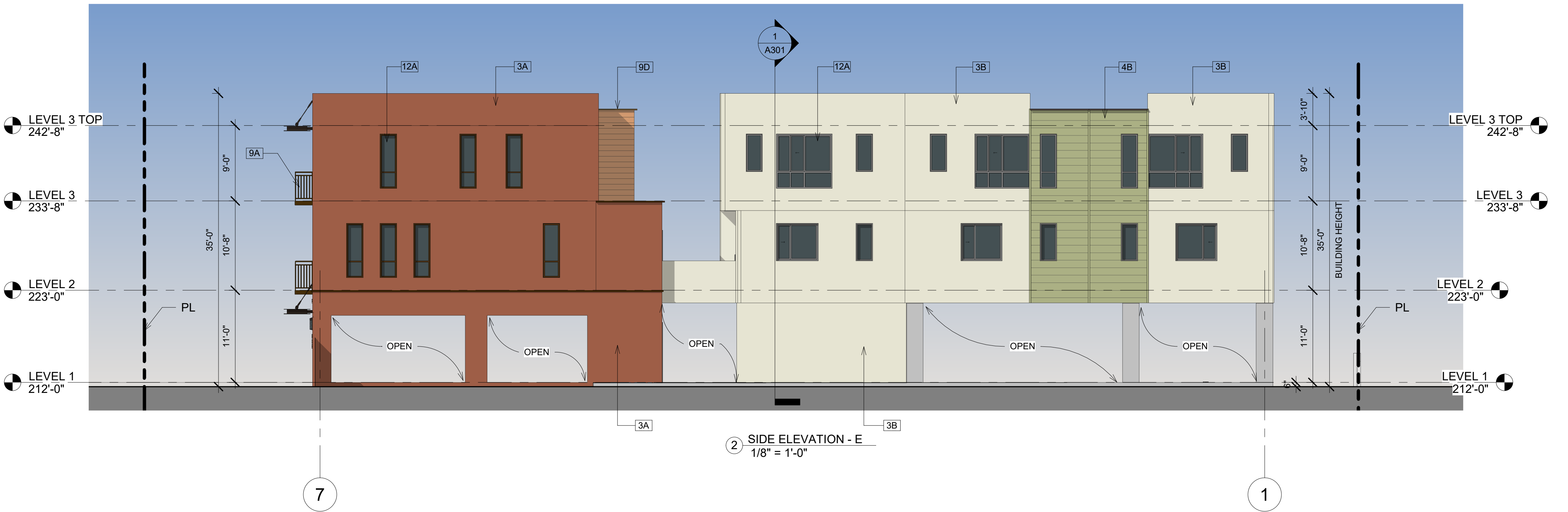


② TYPE A1 - LEVEL 3
1/4" = 1'-0"



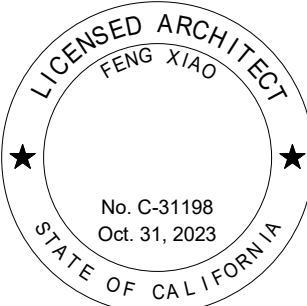
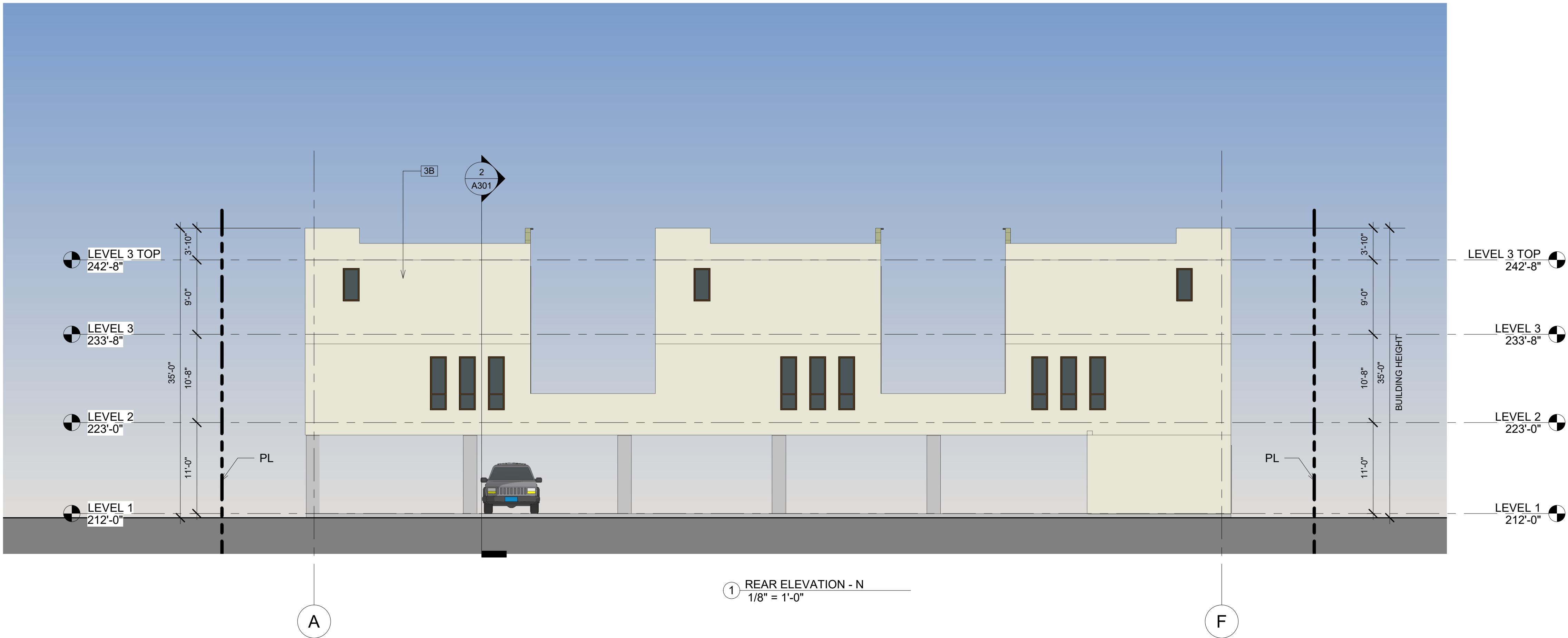
① TYPE A1 - LEVEL 2
1/4" = 1'-0"

KEYNOTE LEGEND	
Key Value	Keynote Text
3A	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK, BENJAMIN MOORE COLOR PREVIEW, HC-49, MAYFLOWER RED
3B	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK # 15, BIRCH WHITE
4B	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, HEATHERED MOSS
4C	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, BENJAMIN MOORE COLOR PREVIEW, HC-7, BRYANT GOLD
8A	PAINTED METAL CANOPY, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9A	PAINTED METAL RAILING, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9C	PAINTED PERFORATED METALPANEL SCREEN, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9D	PAINTED METAL CAP, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
12A	VINYL WINDOW AND FRENCH DOORS, MI WINDOWS HOMEMAKERS3 SERIES, EXTERIOR COLOR BRONZE
14C	ROLLING UP GRILLE GARAGE SECURITY DOOR



NO.	DESCRIPTION	DATE

KEYNOTE LEGEND	
Key Value	Keynote Text
3A	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK, BENJAMIN MOORE COLOR PREVIEW, HC-49, MAYFLOWER RED
3B	STUCCO, SAND FINISH OMEGA 20/30, COLORTEK # 15, BIRCH WHITE
4B	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, HEATHERED MOSS
4C	JAMES HARDIEPLANK LAP SIDING (WIDTH 9.25 INCH) AND TRIM, BENJAMIN MOORE COLOR PREVIEW, HC-7, BRYANT GOLD
9A	PAINTED METAL RAILING, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
9D	PAINTED METAL CAP, BENJAMIN MOORE COLOR PREVIEW, HC-70, VAN BUREN BROWN
12A	VINYL WINDOW AND FRENCH DOORS, MI WINDOWS HOMEMAKERS3 SERIES, EXTERIOR COLOR BRONZE
14A	ENTRY DOOR, MP DOORS, 4 LITE FIBERGLASS ENTRY DOOR, BRONZE COLOR WITH WATER WAVE GLASS
14B	PAINTED METAL DOORS



**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

HART PLACE

608, 612 & 616 HART PLACE
MONTEBELLO, CA 90640
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**BUILDING
ELEVATIONS**

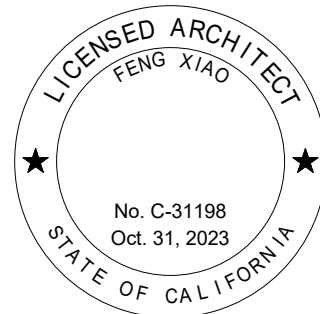
Drawing No.	A202
Project number:	Date: 08/04/22
20023	Scale: 1/8" = 1'-0"

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

CIVIL ENGINEER:
CAL LAND ENGINEERING, INC.
DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
E-MAIL: LEE@CALLANDENG.COM

LANDSCAPE ARCHITECT:
FONG HART SCHNEIDER + PARTNERS
31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

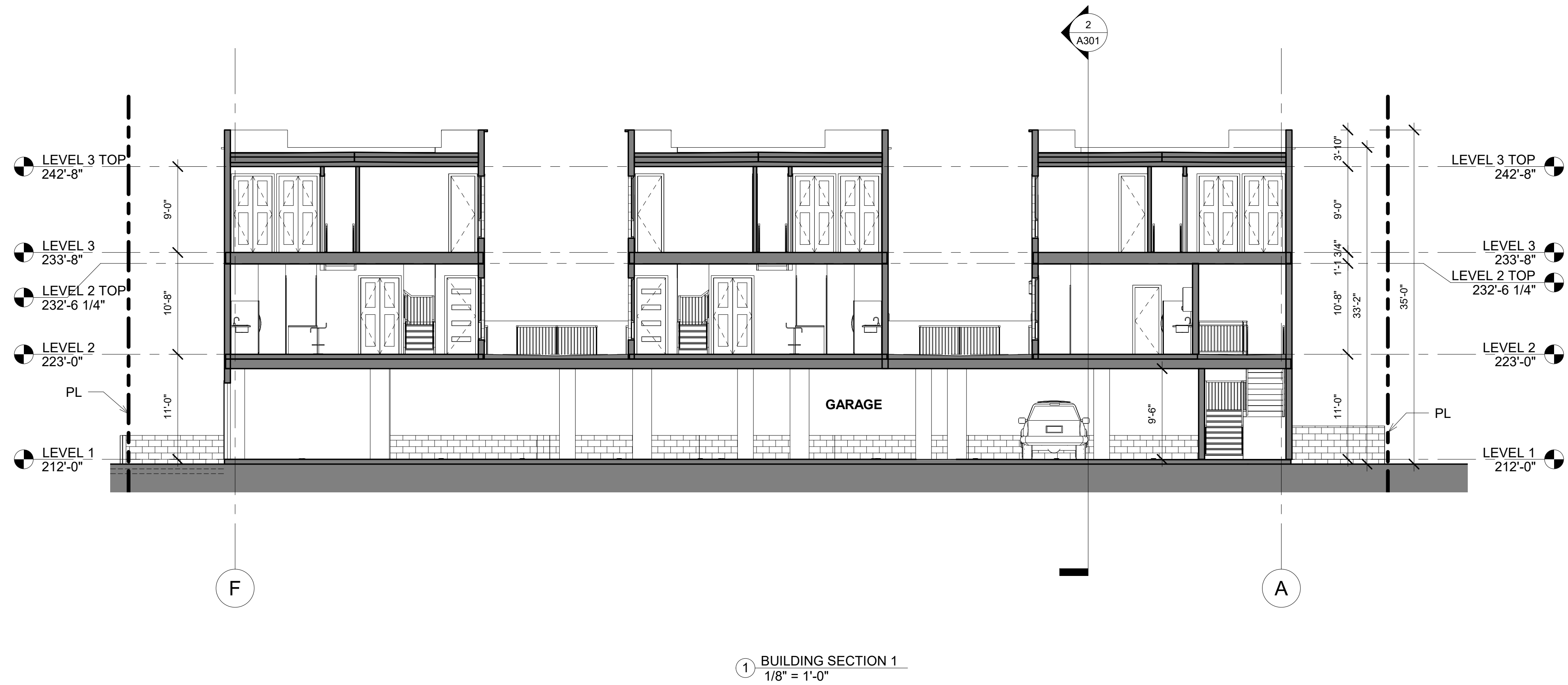
HART PLACE

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**BUILDING
SECTIONS**

Drawing No. **A301**

Project number: 20023 Date: 08/04/22 Scale: 1/8" = 1'-0"





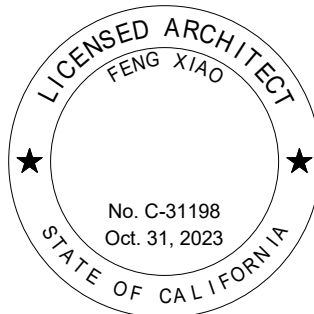
① STREET VIEW 01

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
EMAIL: FENG@FXARCHITECT.COM

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DBA QUARTECH CONSULTANTS
576 E. LAMBERT ROAD
BREA, CA 92821
PHONE: 714.671.1050 X 11
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31742 COAST HIGH WAY
LAGUNA BEACH, CA 92651
PHONE: 949.645.9444
EMAIL: D.SCHNEIDER@FHSP.NET



**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

HART PLACE
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3D VIEWS

Drawing No.		A901
Project number:	Date:	08/04/22
20023	Scale:	



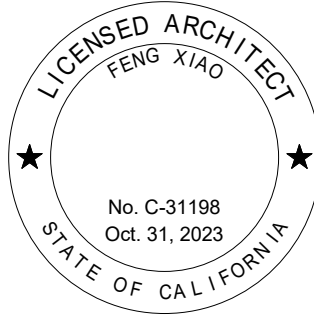
① STREET VIEW 02

OWNER:
SAN GIORGIO, LLC
PO BOX 518
MONTEBELLO, CA 90640

ARCHITECT:
FENG XIAO ARCHITECT, INC.
2540 HUNTINGTON DR., # 207
SAN MARINO, CA 91108
PHONE: 626.380.7098
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BREA, CA 92821
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LAGUNA BEACH, CA 92651
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**PLANNING
RESUBMISSION
08/04/22**

NO.	DESCRIPTION	DATE

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3D VIEWS		
Drawing No. A902		
Project number:	Date:	08/04/22
20023	Scale:	



CITY OF MONTEBELLO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on **Wednesday, July 26, 2023, at approximately 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following: A request to amend the zoning designation of 608, 612, and 616 Hart Place ("Project Site") from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to facilitate the development of sixteen (16) for-rent dwelling units including four (4) affordable residential units located within a three-story building. The project includes the following discretionary reviews: Zone Change, Development Agreement, and Density Bonus Agreement.

Pursuant to the California Environmental Quality Act (CEQA), this project is exempt from CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed Zone Change, Development Agreement, and Density Bonus Agreement. Because it can be seen with certainty that there is no possibility that this project will have a significant effect on the environment, the project is not subject to CEQA pursuant to State CEQA Guidelines Section 15061(b)(3). A Notice of Exemption has been prepared for this project.

For those interested in participating in-person during the public comments period or public testimony period for public hearings, you may address the City Council in-person the day of the meeting. Speakers will be required to fill out a speaker card provided during this meeting and turn it into the City Clerk or a staff designee prior to each public comment announcement period. Each speaker card will be called in the order received.

The public may also submit emailed comments via the City's email address: ccpubliccomment@montebellocal.gov where the public can submit public comments up until the day of the meeting, **Wednesday, July 26, 2023 between 7:30 a.m. – 6:00 p.m.** These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Kimberly Guillen, Acting Sr. Deputy City Clerk

Dated: July 6, 2023
Date published: July 13, 2023

Notice of CEQA Exemption**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: 608, 612, and 616 Hart Place Multifamily Residential Project

Project Location: 608, 612, and 616 Hart Place

Case Number(s): PC-2022-0003-ZC-SPR-TPM, ENV No. 13-22-CE, and DA 01-22

Description of Nature, Purpose, and Beneficiaries of Project: The project involves amending the zoning designation of the property from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay) to facilitate the construction of sixteen (16) dwelling units on behalf of the property owner, San Giorgio LLC. Additionally, the project involves the approval of a Development Agreement and Density Bonus Agreement.

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

Name of Person or Agency Carrying Out the Project: Feng Xiao Architect, Inc., on behalf of property owner, San Giorgio, LLC

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:
- ☒ Common Sense Exemption. Section number: CEQA Section §15061(b)(3)

Justification for Project Exemption:

The project is considered covered by the common sense exemption found under CEQA Section §15061(b)(3). The common sense exemption section states that “CEQA applies only to projects which have the potential for causing a significant effect on the environment” and also states that “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The proposed Zone Change, Development Agreement, and Density Bonus Agreement do not have the potential to degrade the quality of the environment or have a significant effect on the environment. Additionally, a separate Notice of Exemption has been prepared for the Site Plan Review related to the construction of the sixteen (16) residential units proposed at the site and the Planning Commission found this portion of the project to be exempt from CEQA pursuant to CEQA Section §15300.2 (In-Fill Development Projects).

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

Area Code/Telephone/Extension: (323) 887-1478

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 # 7

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: James Enriquez, Director of Public Works

**SUBJECT: APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) WITH THE
UPPER LOS ANGELES RIVER (ULAR) WATERSHED MANAGEMENT
GROUP**

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the MOA with the Upper Los Angeles River (ULAR) Watershed Group for Fiscal Years 2023-24 through 2025-26 (Attachment A); and
2. Amend the Fiscal Year 2023-24 budget increasing appropriations by \$27,721 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

It is recommended that City Council amend the Fiscal Year 2023-24 adopted budget to appropriate anticipated expenses in the Measure W Fund (Fund 229) in the amount of \$27,721. The City receives approximately \$900,000 in annual revenue from Measure W recorded in Account No. 229-99-3630.70 (Special Revenue Measure W). The annual payment per the agreement will be recorded in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts). Subsequent budgets will include the anticipated expenditures in Fund 229. There is sufficient fund balance in Fund 229 for the additional expenses (i.e., \$27, 721) anticipated for FY 2023-24.

BACKGROUND/DISCUSSION:

On September 11, 2021, the 2021 MS4 Permit became effective and requires that Los Angeles County, Los Angeles County Flood Control District (LACFCD), 85 cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura and 10 cities within Ventura County comply with the 2021 MS4

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

Page 2 of 2

Permit requirements.

The City of Montebello is part of the Upper Los Angeles River (ULAR) Watershed Management Group which has been working toward permit compliance on behalf of its member agencies. The City Council approved the Memorandum of Understanding (MOU) for membership in the ULAR Watershed Management Group on June 26, 2013. Member agencies include the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City, as well as the Los Angeles County Flood Control District and the County of Los Angeles. The San Gabriel Valley Council of Governments provides administration of cost sharing for implementing the coordinated integrated monitoring program (CIMP) and Watershed Management Program (WMP) in accordance with the MS4 Permit. Montebello has been coordinating permit compliance efforts with the group since joining in 2013.

The recommended MOA between the ULAR members continues the facilitation of monitoring and implementation services that the MS4 Permit requires and is funded cooperatively. Each member's contribution is specified in the agreement.

The annual financial contribution required of the City will be programmed from the Measure W fund. The payment schedule per the terms of the agreement is as follows: 1) \$27,721 FY 2023-24; 2) \$26,837 FY 2024-25; and 3) \$32,032 FY 2025-26. The total cost for the three years of the agreement is \$86,590.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon the approval of the City Council of the recommended action, staff will coordinate with the San Gabriel Valley Council of Governments (SGVCOG) for the invoicing and funds collection. In addition, the recommended actions will amend the Fiscal Year 2023-24 budget increasing appropriations by \$27,721 in Account No. 229-30-315-6040.10 (Measure W, Public Works, Stormwater, Outside Contracts).

ATTACHMENT(S)

1. Attachment A - ULAR MOA FY 2023-2026

NEXT STEPS:

N/A

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2023 by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System

(MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System MS4 Permit No. R4-2012-0175 on November 8, 2012, which was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and required that the LACFCD, the COUNTY, and 84 of the 88 cities within the County comply with its prescribed elements; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires the COUNTY, LACFCD, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

WHEREAS, the PARTIES desired to collaborate on the development of a WMP and a CIMP in accordance with the MS4 Permit for a portion of the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015 and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021 and is pending approval; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015 and was approved by the Regional Board on August 5, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023 and is pending approval; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS and pay the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A of this MOA;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS, and to authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2023 and shall remain in effect for three (3) years up to and including June 30, 2026. The MOA may be extended, through mutual agreement of the PARTIES.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The Parties agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2C(i) of Exhibit B and WMP-

RELATED TASKS in accordance with Table 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2023, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related tasks. The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time to the PARTIES to review the prepared reports. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board.
- d. Contract Administration. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the ULAR WMG lead agency. Written notice will be provided to the PARTIES should contact information from the SGVCOG and/or the ULAR WMG lead agency change.
- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTIES' proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

- a. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SGVCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SGVCOG's Contact Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2023 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2023 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY will invoice the SGVCOG for tasks performed, deducting the CITY's cost portion for such tasks and the CITY's cost portion for the SGVCOG's program management fee. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES, and any WMP-RELATED TASKS completed during each annual payment term consistent with the format as shown in Exhibit E.
- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be

obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

- i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS and do so using the process defined in Section 9(c).
 - ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency, the ULAR WMG shall discuss the proposed activity and the ULAR WMG will come to a majority consensus, using the process defined in Section 9(c), as to whether to move forward with the use of WMP-RELATED TASKS Contingency and the process for implementation. The SGVCOG shall utilize the WMP-RELATED TASKS Contingency to reimburse the entity responsible for administering the approved WMP-RELATED TASK funded by the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, using the process defined in Section 9(c).
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SGVCOG before shifting these funds.

- g. Contract Management Fee. The SGVCOG will receive a Contract Management Fee of \$100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-thirds supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five business days, shall be considered to support the majority consensus.

- d. Participation. Each PARTY shall designate an individual to provide representation at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program, to complete those projects. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.
- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

Mark Pestrella, Chief Engineer

Dated

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By

Deputy

Dated

CITY OF ALHAMBRA

By _____
Adele Andrade-Stadler, Mayor

Dated

ATTEST:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Dated: _____

By: _____

Aura Garcia, President
Board of Public Works

ATTEST:

Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____

Adena M. Hopenstand
Deputy City Attorney

CITY OF BURBANK

Dated: _____

By _____

Konstantine Anthony, Mayor

ATTEST:

Justin Hess, City Manager

APPROVED AS TO FORM:

Joseph H. McDougall, City Attorney

CITY OF CALABASAS

Dated: _____

By _____
David J. Shapiro, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

THE CITY OF GLENDALE

Dated: _____

By _____
Ardy Kassakhian, Mayor

ATTEST:

Roubik Golanian, P.E., City Manager

APPROVED AS TO FORM:

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated:

By

Steve Freedland, Mayor

ATTEST:

Deana L. Gonzalez, CMC, City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

By _____

ATTEST:

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

CITY OF MONTEBELLO

Dated: _____

By _____
David Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Dated: _____

By:

Ron Bow, City Manager

ATTEST:

By: _____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

CITY OF PASADENA

Dated: _____

By _____
Miguel Márquez, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

Debra Wordham, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____

By _____
Ben Kim, City Manager

ATTEST:

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____

By _____
Celeste T. Rodriguez, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CITY OF SAN GABRIEL

Dated: _____

By _____
Mark Lazzaretto, City Manager

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM:

Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____

By _____
Steve Talt, Mayor

ATTEST:

Mario Rueda, Acting City Manager

APPROVED AS TO FORM:

Joseph Montes, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____

By _____
Rene Salas, City Manager

ATTEST:

Donna G. Shwartz, City Clerk

APPROVED AS TO FORM:

Anthony R. Taylor, City Attorney

CITY OF SOUTH PASADENA

Dated: _____

By _____
Arminé Chaparyan, City Manager

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Andrew L. Jared, City Attorney

CITY OF THE TEMPLE CITY

Dated: _____

By _____
Cynthia Sternquist, Mayor

ATTEST:

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

Greg Murphy, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Dated: _____

By: _____
Marisa Creter, Executive Director

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
David DeBerry
Counsel for the SGVCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the ULAR WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the ULAR CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements for the Regional Board.

The City is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the cities' efforts in complying with the MS4 Permit. The ULAR WMG is required to complete the following activities as part of the ULAR Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Report of Waste Discharge (ROWD)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG utilizing a consultant(s) selected in coordination with the ULAR WMG, unless otherwise determined by the ULAR WMG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to the SGVCOG and its consultants for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Pay invoices from the City, upon receipt of invoice, as established in Section 8(a) of the MOA.
- Manage the MOA budget in coordination with the lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG.

Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B

MOA Cost Estimates

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Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee)

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 83,732	\$ 79,353	\$ 95,016	\$ 258,101
City of Los Angeles	\$ 943,982	\$ 908,306	\$ 1,084,118	\$ 2,936,406
County of Los Angeles	\$ 232,381	\$ 217,554	\$ 257,621	\$ 707,556
City of Alhambra	\$ 25,278	\$ 24,472	\$ 29,209	\$ 78,958
City of Burbank	\$ 57,421	\$ 55,590	\$ 66,350	\$ 179,361
City of Calabasas	\$ 20,731	\$ 20,070	\$ 23,954	\$ 64,755
City of Glendale	\$ 101,385	\$ 98,139	\$ 117,135	\$ 316,659
City of Hidden Hills	\$ 4,974	\$ 4,815	\$ 5,747	\$ 15,536
City of La Canada Flintridge	\$ 34,193	\$ 27,729	\$ 33,097	\$ 95,018
City of Montebello	\$ 27,721	\$ 26,837	\$ 32,032	\$ 86,590
City of Monterey Park	\$ 25,626	\$ 24,809	\$ 29,610	\$ 80,045
City of Pasadena	\$ 81,872	\$ 74,179	\$ 88,537	\$ 244,588
City of Rosemead	\$ 17,135	\$ 16,588	\$ 19,799	\$ 53,522
City of San Fernando	\$ 7,854	\$ 7,604	\$ 9,076	\$ 24,534
City of San Gabriel	\$ 13,688	\$ 13,252	\$ 15,817	\$ 42,756
City of San Marino	\$ 12,471	\$ 12,073	\$ 14,410	\$ 38,953
City of South El Monte	\$ 21,094	\$ 17,250	\$ 18,998	\$ 57,341
City of South Pasadena	\$ 12,064	\$ 10,954	\$ 13,074	\$ 36,091
City of Temple City	\$ 13,334	\$ 12,909	\$ 15,408	\$ 41,651
Total	\$ 1,736,933	\$ 1,652,482	\$ 1,969,007	\$ 5,358,422

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 66,082	\$ 61,483	\$ 62,518	\$ 190,083
City of Los Angeles	\$ 711,254	\$ 671,309	\$ 682,542	\$ 2,065,105
County of Los Angeles	\$ 179,686	\$ 163,892	\$ 166,695	\$ 510,272
City of Alhambra	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	\$ 76,240	\$ 72,532	\$ 73,746	\$ 222,518
City of Hidden Hills	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	\$ 27,088	\$ 20,494	\$ 20,837	\$ 68,419
City of Montebello	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	\$ 62,866	\$ 54,824	\$ 55,741	\$ 173,431
City of Rosemead	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	\$ 19,047	\$ 15,166	\$ 15,466	\$ 49,679
City of South Pasadena	\$ 9,258	\$ 8,095	\$ 8,231	\$ 25,584
City of Temple City	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total Estimated Cost of CIMP	\$ 1,321,633	\$ 1,229,667	\$ 1,250,357	\$ 3,801,657

Note:

1. Total Monitoring Services cost = General CIMP + NSW0 + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Labor (Receiving Water and Storm Water Outfall)	\$ 253,000	\$ 230,000	\$ 230,000
Laboratory Analysis (Receiving Water and Storm Water Outfall)	\$ 263,051	\$ 237,879	\$ 240,157
Laboratory Data Handling Fee (15%)	\$ 39,458	\$ 35,682	\$ 36,024
Laboratory Analysis (TIE)	\$ 40,000	\$ 40,000	\$ 40,000
Contract Services	\$ 319,000	\$ 305,000	\$ 305,000
Equipment	\$ 136,325	\$ 130,081	\$ 122,601
Administrative Fee (5%)	\$ 52,542	\$ 48,932	\$ 48,689
Sub-Total	\$ 1,103,375	\$ 1,027,574	\$ 1,022,471
Contingency (15%)	\$ 165,506	\$ 154,136	\$ 153,371
Annual Escalation (2.5%)	\$ -	\$ 25,689	\$ 51,763
Total	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 63,444	\$ 60,370	\$ 61,380	\$ 185,194
City of Los Angeles	181,288.00	58.53%	\$ 705,492	\$ 671,309	\$ 682,542	\$ 2,059,343
County of Los Angeles	41,048.07	13.25%	\$ 159,741	\$ 152,001	\$ 154,544	\$ 466,286
City of Alhambra	4,884.31	1.58%	\$ 19,008	\$ 18,087	\$ 18,389	\$ 55,483
City of Burbank	11,095.20	3.58%	\$ 43,178	\$ 41,085	\$ 41,773	\$ 126,036
City of Calabasas	4,005.68	1.29%	\$ 15,588	\$ 14,833	\$ 15,081	\$ 45,503
City of Glendale	19,587.50	6.32%	\$ 76,226	\$ 72,532	\$ 73,746	\$ 222,504
City of Hidden Hills	961.03	0.31%	\$ 3,740	\$ 3,559	\$ 3,618	\$ 10,917
City of La Canada Flintridge	5,534.46	1.79%	\$ 21,538	\$ 20,494	\$ 20,837	\$ 62,869
City of Montebello	5,356.38	1.73%	\$ 20,845	\$ 19,835	\$ 20,167	\$ 60,846
City of Monterey Park	4,951.51	1.60%	\$ 19,269	\$ 18,335	\$ 18,642	\$ 56,247
City of Pasadena	14,805.30	4.78%	\$ 57,616	\$ 54,824	\$ 55,741	\$ 168,181
City of Rosemead	3,310.87	1.07%	\$ 12,884	\$ 12,260	\$ 12,465	\$ 37,610
City of San Fernando	1,517.64	0.49%	\$ 5,906	\$ 5,620	\$ 5,714	\$ 17,240
City of San Gabriel	2,644.87	0.85%	\$ 10,293	\$ 9,794	\$ 9,958	\$ 30,044
City of San Marino	2,409.64	0.78%	\$ 9,377	\$ 8,923	\$ 9,072	\$ 27,372
City of South El Monte	1,594.16	0.51%	\$ 6,204	\$ 5,903	\$ 6,002	\$ 18,109
City of South Pasadena	2,186.20	0.71%	\$ 8,508	\$ 8,095	\$ 8,231	\$ 24,834

City of Temple City	2,576.50	0.83%	\$ 10,027	\$ 9,541	\$ 9,700	\$ 29,268
Total	309,757.32	100.00%	\$ 1,268,881	\$ 1,207,400	\$ 1,227,604	\$ 3,703,886

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B. Costs for Arroyo Seco NSWO Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Non-Stormwater Outfall Monitoring			
Arroyo Seco (3 Screening Events)	\$ 16,470		
Laboratory Data Handling Fee (15%)			
Flat Rate: 15% of Total Monitoring costs	\$ 2,470		
Administrative Fee (5%)			
Flat Rate: 5% of Total NSWO Monitoring Cost	\$ 947		
Monitoring Cost Sub-Total	\$ 19,887		
Additional Costs			
Contingency (15%)	\$ 1,989		
Annual Escalation (2.5%)	\$ -		
Arroyo Seco (Total)	\$ 21,876		

Table 2B(i). Distribution of Costs for Arroyo Seco NSWO Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,094	\$ -	\$ -	\$ 1,094
City of Los Angeles	3936.66	27.73%	\$ 5,762	\$ -	\$ -	\$ 5,762
County of Los Angeles	2361.13	16.63%	\$ 3,456	\$ -	\$ -	\$ 3,456
City of Glendale	9.39	0.07%	\$ 14	\$ -	\$ -	\$ 14
City of La Canada Flintridge	3791.77	26.71%	\$ 5,550	\$ -	\$ -	\$ 5,550
City of Pasadena	3586.72	25.26%	\$ 5,250	\$ -	\$ -	\$ 5,250
City of South Pasadena	512.25	3.61%	\$ 750	\$ -	\$ -	\$ 750
Arroyo Seco (Total)	14,197.93	100.00%	\$ 21,876			\$ 21,876

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2C. Costs for Legg Lake Monitoring

CIMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26
Legg lake	\$ 22,235	\$ 15,694	\$ 15,694
Laboratory Data Handling Fee (15%)	\$ 3,335	\$ 2,354	\$ 2,354
Administrative Fee (5%)	\$ 1,279	\$ 902	\$ 902
Monitoring Cost Sub-Total	\$ 26,849	\$ 18,950	\$ 18,950
Additional Costs			
Contingency (15%)	\$ 4,027	\$ 2,843	\$ 2,843
Annual Escalation (2.5%)	\$ -	\$ 474	\$ 959
Legg Lake (Total)	\$ 30,876	\$ 22,267	\$ 22,752

Table 2C(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 23- 24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 1,544	\$ 1,113	\$ 1,138	\$ 3,795
County of Los Angeles	2,044.68	56.21%	\$ 16,489	\$ 11,891	\$ 12,150	\$ 40,530
South El Monte	1,592.68	43.79%	\$ 12,844	\$ 9,262	\$ 9,464	\$ 31,570
Legg Lake (Total)	3,637.35	100.00%	\$ 30,876	\$ 22,267	\$ 22,752	\$ 75,895

Note:

1. Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA				
Agency	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD	\$ 12,650	\$ 12,870	\$ 27,498	\$ 53,018
City of Los Angeles	\$ 177,128	\$ 181,398	\$ 345,977	\$ 704,503
County of Los Angeles	\$ 40,106	\$ 41,073	\$ 78,338	\$ 159,517
City of Alhambra	\$ 4,772	\$ 4,887	\$ 9,321	\$ 18,981
City of Burbank	\$ 10,841	\$ 11,102	\$ 21,174	\$ 43,117
City of Calabasas	\$ 3,914	\$ 4,008	\$ 7,645	\$ 15,566
City of Glendale	\$ 19,138	\$ 19,599	\$ 37,382	\$ 76,119
City of Hidden Hills	\$ 939	\$ 962	\$ 1,834	\$ 3,735
City of La Canada Flintridge	\$ 5,407	\$ 5,538	\$ 10,562	\$ 21,507
City of Montebello	\$ 5,233	\$ 5,360	\$ 10,222	\$ 20,815
City of Monterey Park	\$ 4,838	\$ 4,955	\$ 9,450	\$ 19,242

City of Pasadena	\$ 14,466	\$ 14,814	\$ 28,255	\$ 57,535
City of Rosemead	\$ 3,235	\$ 3,313	\$ 6,319	\$ 12,866
City of San Fernando	\$ 1,483	\$ 1,519	\$ 2,896	\$ 5,898
City of San Gabriel	\$ 2,584	\$ 2,646	\$ 5,048	\$ 10,278
City of San Marino	\$ 2,354	\$ 2,411	\$ 4,599	\$ 9,364
City of South El Monte	\$ 1,558	\$ 1,595	\$ 3,042	\$ 6,195
City of South Pasadena	\$ 2,136	\$ 2,188	\$ 4,172	\$ 8,496
City of Temple City	\$ 2,517	\$ 2,578	\$ 4,917	\$ 10,013
Total Estimated Cost of WMP	\$ 315,300	\$ 322,815	\$ 618,651	\$ 1,256,766

Note:

1. Total cost = General WMP + CASQA Fees.

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
Semi-Annual Progress Report (June)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Annual Reporting Package (December)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
WMP Revisions/RAA/Adaptive Management	\$ -	\$ -	\$ 200,000	\$ 200,000
Report of Waste Discharge (ROWD)	\$ -	\$ -	\$ 20,000	\$ 20,000
Trash Monitoring and Reporting Plan (TMRP)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Program Management (10%)	\$ 20,000	\$ 20,000	\$ 42,000	\$ 82,000
Sub-Total	\$ 220,000	\$ 220,000	\$ 462,000	\$ 902,000
Contingency (15%)	\$ 33,000	\$ 33,000	\$ 69,300	\$ 135,300
Annual Escalation (2% per year)	\$ -	\$ 4,400.00	\$ 18,664.80	\$ 23,065
WMP Program Management Cost (Total)	\$ 253,000	\$ 257,400	\$ 549,965	\$ 1,060,365

Note:

1. Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
City of Los Angeles	181,288.00	58.53%	\$ 36,462	\$ 38,285	\$ 40,199	\$ 114,945
County of Los Angeles	41,048.07	13.25%	\$ 8,256	\$ 8,669	\$ 9,102	\$ 26,026
City of Alhambra	4,884.31	1.58%	\$ 982	\$ 1,031	\$ 1,083	\$ 3,097
City of Burbank	11,095.20	3.58%	\$ 2,232	\$ 2,343	\$ 2,460	\$ 7,035
City of Calabasas	4,005.68	1.29%	\$ 806	\$ 846	\$ 888	\$ 2,540
City of Glendale	19,587.50	6.32%	\$ 3,940	\$ 4,137	\$ 4,343	\$ 12,419
City of Hidden Hills	961.03	0.31%	\$ 193	\$ 203	\$ 213	\$ 609
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,113	\$ 1,169	\$ 1,227	\$ 3,509
City of Montebello	5,356.38	1.73%	\$ 1,077	\$ 1,131	\$ 1,188	\$ 3,396
City of Monterey Park	4,951.51	1.60%	\$ 996	\$ 1,046	\$ 1,098	\$ 3,139
City of Pasadena	14,805.30	4.78%	\$ 2,978	\$ 3,127	\$ 3,283	\$ 9,387
City of Rosemead	3,310.87	1.07%	\$ 666	\$ 699	\$ 734	\$ 2,099
City of San Fernando	1,517.64	0.49%	\$ 305	\$ 320	\$ 337	\$ 962
City of San Gabriel	2,644.87	0.85%	\$ 532	\$ 559	\$ 586	\$ 1,677
City of San Marino	2,409.64	0.78%	\$ 485	\$ 509	\$ 534	\$ 1,528
City of South El Monte	1,594.16	0.51%	\$ 321	\$ 337	\$ 353	\$ 1,011
City of South Pasadena	2,186.20	0.71%	\$ 440	\$ 462	\$ 485	\$ 1,386
City of Temple City	2,576.50	0.83%	\$ 518	\$ 544	\$ 571	\$ 1,634
Total	309,757.32	100.00%	\$ 62,300	\$ 65,415	\$ 68,686	\$ 196,401

Note:

1. LACFCD will retain its own CASQA membership.
2. Assumes 5% escalation per year for CASQA fees.

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 23-24	Fiscal Year 24-25	Fiscal Year 25-26	Total (3 years)
LACFCD (5%)	--	--	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
City of Los Angeles	181,288.00	58.53%	\$ 55,600	\$ 55,600	\$ 55,600	\$ 166,799
County of Los Angeles	41,048.07	13.25%	\$ 12,589	\$ 12,589	\$ 12,589	\$ 37,767
City of Alhambra	4,884.31	1.58%	\$ 1,498	\$ 1,498	\$ 1,498	\$ 4,494
City of Burbank	11,095.20	3.58%	\$ 3,403	\$ 3,403	\$ 3,403	\$ 10,208
City of Calabasas	4,005.68	1.29%	\$ 1,229	\$ 1,229	\$ 1,229	\$ 3,686
City of Glendale	19,587.50	6.32%	\$ 6,007	\$ 6,007	\$ 6,007	\$ 18,022
City of Hidden Hills	961.03	0.31%	\$ 295	\$ 295	\$ 295	\$ 884
City of La Canada Flintridge	5,534.46	1.79%	\$ 1,697	\$ 1,697	\$ 1,697	\$ 5,092

City of Montebello	5,356.38	1.73%	\$ 1,643	\$ 1,643	\$ 1,643	\$ 4,928
City of Monterey Park	4,951.51	1.60%	\$ 1,519	\$ 1,519	\$ 1,519	\$ 4,556
City of Pasadena	14,805.30	4.78%	\$ 4,541	\$ 4,541	\$ 4,541	\$ 13,622
City of Rosemead	3,310.87	1.07%	\$ 1,015	\$ 1,015	\$ 1,015	\$ 3,046
City of San Fernando	1,517.64	0.49%	\$ 465	\$ 465	\$ 465	\$ 1,396
City of San Gabriel	2,644.87	0.85%	\$ 811	\$ 811	\$ 811	\$ 2,433
City of San Marino	2,409.64	0.78%	\$ 739	\$ 739	\$ 739	\$ 2,217
City of South El Monte	1,594.16	0.51%	\$ 489	\$ 489	\$ 489	\$ 1,467
City of South Pasadena	2,186.20	0.71%	\$ 670	\$ 670	\$ 670	\$ 2,011
City of Temple City	2,576.50	0.83%	\$ 790	\$ 790	\$ 790	\$ 2,371
Total	309,757.32	100.00%	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000

Note:

1. SGVCOG fee is \$100,000 per year and covers both Monitoring Services and WMP-related tasks.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C

Upper Los Angeles River Watershed Management Area CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Alfredo Magallanes E-mail: alfredo.magallanes@lacity.org Phone: (213) 485-3958
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark Lombos E-mail: mlombos@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jquintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Tatiana Holden E-mail: tholden@cityofcalabasas.com Phone: (818) 224-1600
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@glendaleca.gov Phone: (818) 550-4511
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Patrick DeChellis E-mail: pdechellisi@lcf.ca.gov Phone: (818) 790-8882

EXHIBIT C

Upper Los Angeles River Watershed Management Group Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	James A. Enriquez E-mail: jenriquez@cityofmontebello.com Phone: 323-887-1200 Rita Montalvo E-mail: rmontalvo@cityofmontebello.com Phone: 323-887-1200 Ext 469
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena 100 N Garfield Ave 3rd Floor, N306 Pasadena, CA 91101-1726	Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929
City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787	Michael Chung E-mail: mchung@cityofrosemead.org Phone: (626) 569-2158 Eddie Chan E-mail: echan@cityofrosemead.org Phone: (626) 569-2154
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Kenneth Jones Email: kjones@sfcity.org Phone: (818) 898-1240
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Greg De Vinck E-mail: gdevinck@sgch.org Phone: (626) 308 - 2825 Capucine Hernandez E-mail: chernandez@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Amber Shah E-mail: ashah@cityofsanmarino.org Phone: (626) 300 - 0787
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Ted Gerber E-mail: tgerber@southpasadenaca.gov Phone: (626) 403-7240

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Marisa Creter Email: mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D Upper Los Angeles River Watershed

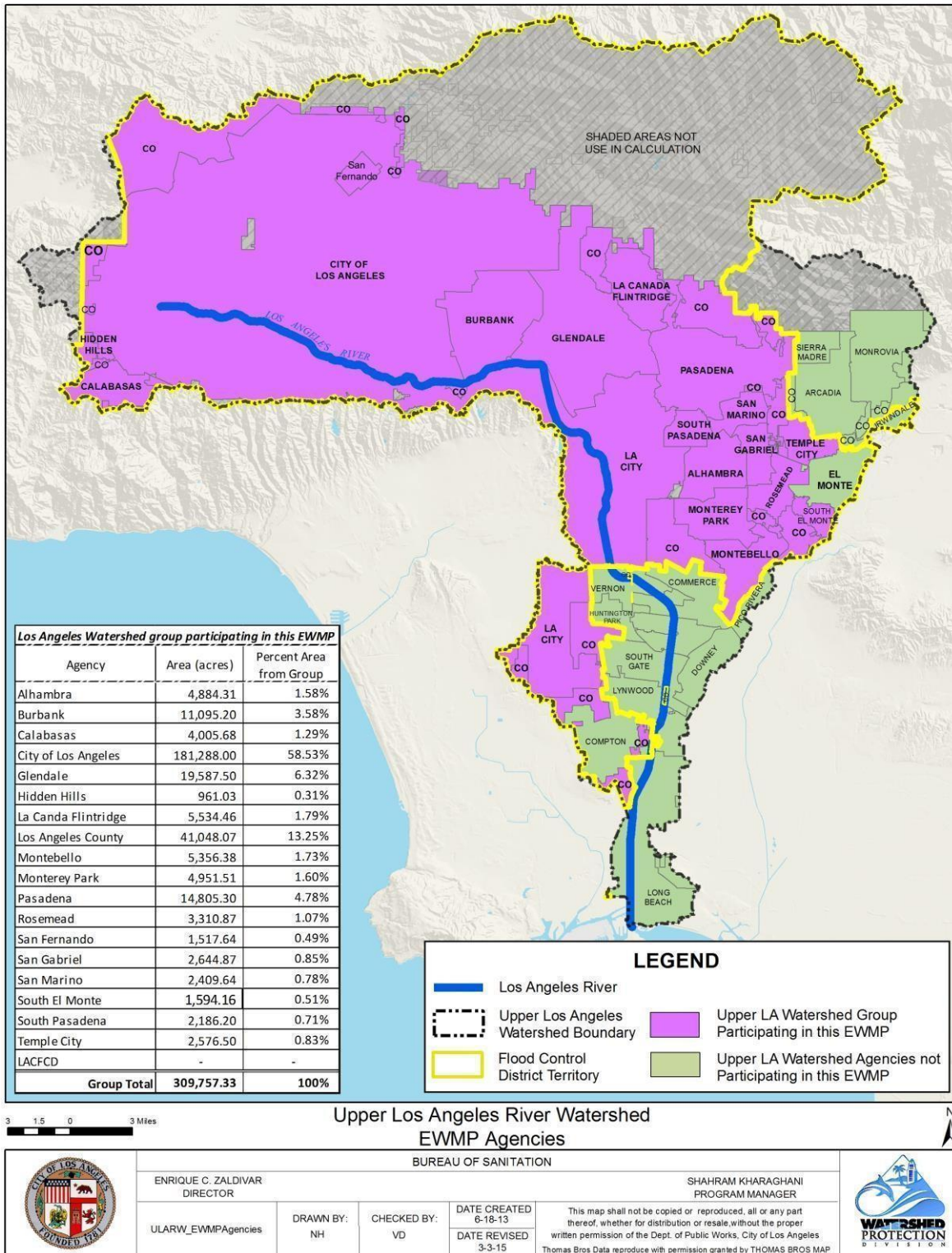


EXHIBIT E

Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP COMPONENT RECONCILIATION

CIMP Component - General Monitoring						
General Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Non-Stormwater Monitoring						
Non-Stormwater Monitoring	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

CIMP Component - Total						
	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Budget (MOA)	\$					
Actual	\$					
Total Remaining	\$					

WMP COMPONENT RECONCILIATION

WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated (To End of MOA)	Balance
Annual Report	\$			
Adaptive Management	\$			
Los Angeles Report of Waste Discharge	\$			
ULAR LRS Funds	\$			
ULAR Trash Monitoring & Reporting Plan	\$			
Special Studies	\$			
ULAR 2017 Report of Waste Discharge (ROWD)	\$			
Total	\$			



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **APPROVE AGREEMENT NO. 4123 WITH JOHNSON CONTROLS, INC.
FOR CITYWIDE HVAC MAINTENANCE AND REPAIR SERVICES**

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Service Agreement No. 4123 (Attachment A) to Johnson Controls, Inc. in an amount not-to-exceed \$320,000 over two (2) years; and
2. Authorize the City Manager to execute the Professional Service Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total amount of the contract is not-to-exceed \$320,000 over the next two (2) fiscal years. The contract will be divided into two (2) consecutive one-year periods. The contract will be charged to the following account numbers; 1) \$128,582 in Account No. 100-30-510-6040.60 (General Fund, Public Works, Government Building Maintenance, Contract Services Building Maintenance/Repairs); 2) \$23,781 in Account No. 600-90-915-6040.60 (Transit, Transportation, Corporate Shops, Contract Services Building Maintenance/Repairs); and 3) \$7,637 in Account No. 610-99-6040.60 (Golf, Non-Departmental, Contract Services Building Maintenance/Repairs). These amounts were included in the adopted Budget for Fiscal Year 2023-24 and no budget amendment is necessary at this time.

BACKGROUND/DISCUSSION:

HVAC maintenance and repairs are critical to keeping City facilities comfortable and in

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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good and safe working condition for employees and patrons. Many of the HVAC systems at various City facilities are well passed their expected service life and have required significant repairs throughout the current Fiscal Year. Johnson Controls, Inc.'s local office is based out of Cypress, California, and has provided HVAC maintenance and repair services to government entities for over 30+ years.

Johnson Controls, Inc. has offered the City of Montebello the same services and rates as their existing services contract with Sourcewell (a State of Minnesota purchase cooperative that is available for use by local governments). The existing contract between Johnson Controls, Inc. and Sourcewell (Contract No. 070121-JHN) was executed on October 14, 2021, in response to Sourcewell Solicitation Number: RFP #070121. The contract between Johnson Controls, Inc. and Sourcewell was solicited on an open-competitive basis in accordance with applicable Federal, State and County requirements. The Request for Proposal (RFP) was properly noticed by Sourcewell beginning on May 13, 2021. Proposals were subsequently received and evaluated according to RFP criteria by an evaluation committee. The contract was awarded to Carrier Global Corp., FAMD, Inc., Honeywell International, Inc., Johnson Controls, Inc., Juice Technologies, Inc., and Siemens Industry, Inc., with Johnson Controls, Inc. being the highest-rated, lowest cost, apparent responsive, and responsible proposer.

JCI provided Estimate No. PSA 1-1LBQ5399 to provide routine maintenance at a cost of \$83,840 for the first year and \$88,029 for the second year. The total cost for routine maintenance is \$171,896. An additional allowance of \$148,131 (\$74,066 per year) is also recommended to pay for equipment replacements that are beyond the scope of routine maintenance. The equipment replacements will be billed at the rates and prices stipulated in the Sourcewell contract. The total not-to-exceed amount of the recommended agreement is \$320,000 for the two years.

The City adopted Municipal Code 3.20.125 Piggybacking purchasing agreements, which authorizes the city to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency. As stated above, Sourcewell's procurement process for Johnson Controls, Inc. was done through a competitive RFP process and in compliance with its local rules. Through its 30+ years of experience and the Sourcewell bidding and evaluation procedure, Johnson Controls, Inc. has demonstrated competence and the professional qualifications necessary for the satisfactory performance of providing HVAC maintenance and repair services. Thus, it is recommended that the City Council award this professional services agreement in accordance with the Montebello Municipal Code.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

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SUMMARY:

Staff recommends that the City Council award a Professional Services Agreement to Johnson Controls, Inc. Upon approval of the recommended contractor, staff will execute the Professional Service Agreement with Johnson Controls, Inc. for citywide HVAC Maintenance and Repair Services.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4123 - Johnson Controls, Inc.

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4123
WITH JOHNSON CONTROLS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 10, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **JOHNSON CONTROLS, INC** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide HVAC maintenance and repair services in the CITY; and

WHEREAS, the CONSULTANT currently has a contract with Sourcewell (a State of Minnesota local government unit) for HVAC systems and related services (Contract No. 070121-JHN); and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process (Sourcewell RFP No. 070121); and

WHEREAS, the CONSULTANT grants the City authorization to make purchase using the same terms and conditions as those listed in the Sourcewell contract.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Johnson Controls Estimate PSA 1-1LBQ5399
3. Sourcewell Contract No. 070121-JHN
4. Proposal referenced and Best Final Offer received by the successful proposer.
5. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

PROFESSIONAL SERVICES AGREEMENT NO. 4123

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a. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide HVAC maintenance and repair services, as set forth fully in the Sourcewell Request for Proposals No. 070121 (**Exhibit "A"**), hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

b. All terms, conditions, requirements, and provisions of Sourcewell Contract No. 070121-JHN (**Exhibit "B"**) dated October 14, 2021, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

c. The CONSULTANT shall be compensated 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"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire two (2) years from the Effective Date, unless terminated earlier as hereinafter provided.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

PROFESSIONAL SERVICES AGREEMENT NO. 4123

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City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@montebelloca.gov

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4123

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statement, representation or disclosure of any matter whatsoever; and

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
 Attn: Arlene Salazar, Assistant City Manager

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1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebellocity.gov

With a copy to: City of Montebello – Public Works
Attn: James Enriquez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 -1200 ext. 462
Email: jenriquez@montebellocity.gov

If to Consultant: Johnson Controls, Inc.
Attn: Brian E. Tansey
5770 Warland Dr. STE A
Cypress, CA 90630
(866) 819-0230
Email: brian.e.tansey@jci.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

JOHNSON CONTROLS, INC.

Arlene Salazar, Assistant City Manager

Brian E. Tansey, Area Service Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Sourcewell RFP No. 070121
- Exhibit B – Sourcewell (Contract No. 070121-JHN)
- Exhibit C – Johnson Controls Estimate PSA 1-1LBQ5399

EXHIBIT “A”

Sourcewell RFP No. 070121



RFP #070121
REQUEST FOR PROPOSALS
for
HVAC Systems and Related Services

Proposal Due Date: July 1, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for HVAC Systems and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than July 1, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 13, 2021
Pre-proposal Conference:	June 3, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	June 24, 2021, 4:30 p.m., Central Time
Proposal Due Date:	July 1, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	July 1, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for HVAC Systems and Related Services, including all types of heating, ventilation, air conditioning, indoor air quality, and water heating or treatment solutions, such as:

- a. HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology;
- b. Sensors, controls, thermostats, gauges, and system automation or management products and technology; and,
- c. Services related to the offering of the solutions described in Sections 1. a. and b. above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Commercial Kitchen Equipment, with Related Supplies and Services (RFP #091918);
- b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218);
- c. Ice Rink and Arena Equipment with Related Supplies and Services (RFP #120320);
- d. Facility Assessment and Planning with Related Services (RFP #020421);
- e. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
- f. Facilities Maintenance Services (RFP #062421).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all

included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$100 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

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Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



5/17/2021

Addendum No. 1

Solicitation Number: RFP 070121

Solicitation Name: HVAC Systems and Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to RFP Section II. B. 1. – Requested Equipment, Products, or Services, it appears that some items within the requested equipment and products are also available under the contracts maintained by Sourcewell under Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218). Please explain the apparent contradiction with RFP Section II. B. 2.

Answer 1:

Each Sourcewell solicitation is separate and distinct from any previous solicitation. Sourcewell has determined that the availability of an incidental offering of HVAC supplies under contracts awarded as a result of RFP #121218 is not in conflict with RFP Section II. B. 1. – Requested Equipment, Products, and Services, in this RFP.

Question 2:

Is this RFP for all states and provinces or select states and provinces?

Answer 2:

Refer to RFP Section I. B. – Use of Resulting Contracts for additional detail on the participating entities that may access contracts awarded as a result of this RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 070121 posted to the Sourcewell Procurement Portal on 5/17/2021, is required at the time of proposal submittal.



5/18/2021

Addendum No. 2

Solicitation Number: RFP 070121

Solicitation Name: HVAC Systems and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

As a follow up to Answer 1 of Addendum 1, please describe, in detail, the process you will use to evaluate a proposer's offering as it relates to the RFP requested equipment, products, and services?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. Those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 070121 posted to the Sourcewell Procurement Portal on 5/18/2021, is required at the time of proposal submittal.



5/26/2021

Addendum No. 3

Solicitation Number: RFP 070121

Solicitation Name: HVAC Systems and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you please confirm the services being requested are for water treatment, service and maintenance for the HVAC systems?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 070121 posted to the Sourcewell Procurement Portal on 5/26/2021, is required at the time of proposal submittal.



6/22/2021

Addendum No. 4

Solicitation Number: RFP 070121

Solicitation Name: HVAC Systems and Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Many commercial HVAC systems are custom in nature. How do we compile a price list for systems that will require a fully integrated design?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 070121 posted to the Sourcewell Procurement Portal on 6/22/2021, is required at the time of proposal submittal.

EXHIBIT “B”

Sourcewell Contract No. 070121-JHN

070121-JHN

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier ("Software") shall be subject to, and governed by, Supplier's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

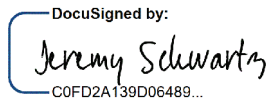
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

10/7/2021 | 8:54 PM CDT

Date: _____

Johnson Controls, Inc.

DocuSigned by:

DD49E8F7B6E24C5...

By: _____

Jeremy L. Rainwater

Title: VP & GM HVAC and Controls North America

10/14/2021 | 5:51 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Johnson Controls, Inc.

Does your company conduct business under any other name? If yes, please state: MD

Address: PO Box 246
Chesapeake City, Maryland 21915

Contact: Tom Staves

Email: thomas.staves@jci.com

Phone: 443-676-8813

Fax: 443-676-8813

HST#: 39-0380010

Submission Details

Created On: Thursday June 03, 2021 10:17:10

Submitted On: Thursday July 01, 2021 10:19:53

Submitted By: Tom Staves

Email: thomas.staves@jci.com

Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16

Submitter's IP Address: 104.129.195.1

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Johnson Controls Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnson Controls Canada, LP Johnson Controls Security Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Johnson Controls does not have any applicable assumed names. Johnson Controls, Inc. has previously operated under two (2) former names: 1. Johnson Service Company from July 10, 1902 to November 11, 1974 2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902	*
4	Proposer Physical Address:	5757 North Green Bay Avenue Milwaukee, WI 53209	*
5	Proposer website address (or addresses):	www.JohnsonControls.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeremy L. Rainwater, VP & GM HVAC and Controls North America 5757 North Green Bay Avenue Milwaukee, WI 53209 jeremy.l.rainwater@jci.com 414-524-1200	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Pergande, Director Commercial Optimization 5757 North Green Bay Avenue Milwaukee, WI 53209 Andrew.Pergande@jci.com 414 524 6937	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities. Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire. Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983. Core Values, Business Philosophy Johnson Controls Values: INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next'. ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward. Industry Longevity Related To The Requested Equipment: Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms. Products Or Services Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons: - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime. - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation. - Customized service plans to meet any customer's needs. Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.
10	What are your company's expectations in the event of an award?	Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters
12	What is your US market share for the solutions that you are proposing?	Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services: - Energy Saving Performance Contracting: 14% - P3: 36% - Service and Maintenance: 3% These values include both the US and Canada.
13	What is your Canadian market share for the solutions that you are proposing?	See answer to question 12.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards. Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good Fortune Magazine AAA Rating Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200 Biggest public companies ranked by green energy revenues Corporate Knights and As You Sow Energy Star Most Efficient 2020 Most efficient products Energy Star Environmental Leader Project of the Year For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy Environmental Leader and Energy Manager Today Environment + Energy Leader 100 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today INNOVATION Johnson Controls Top 100 Global Innovators, 5-time winner Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020 Clarivate Analytics Overall IoT Company of the Year, 2020 Top companies, technologies, and products in the global Internet of Things (IoT) market IoT Breakthrough Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award QUALITY / PRODUCTS Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. Humanitarian Award, 2019 Fire Commissioner's Humanitarian Award Fire Department of the City of New York Foundation Sustainability Product of the Year The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice. The Business Intelligence Group Edison Award Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category The Edison Awards annually honor excellence in human-centered design and innovation Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers Brandon Hall Group YORK® YHAU CGN Absorption Chiller – Heater Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential New Products for Engineers 2018 IW Best Plants Winner, Norman OK plant Operational excellence Industry Week Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement Association of Briefing Program Managers Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award WORKFORCE DIVERSITY Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award Commitment to creating a diverse and inclusive workforce African American Chamber of Commerce Top 50 Employers for Women Engineers, 2019 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women Women Engineer 50 Best Companies for Diversity Dec. 2018 Black Enterprise Magazine Top Employer – China, 2019 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.	
19	What percentage of your sales are to the governmental sector in the past three years	26%	*
20	What percentage of your sales are to the education sector in the past three years	18%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NCPA - \$3,865,224 TIPS - \$2,281,196 NASPO - \$6,036,765 OMNIA - \$1,500,000 (1st yr of agreement)	*

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - 084 190CA \$11,680,149 GSA-03FAC 0060P \$5,131,971	*
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Earl Wolleat	218-454-6906 earl.wolleat@isd181.org	*
Castlewood School District	Dawn Wiersma	605-793-2351 dawn.wiersma@k12.sd.us	*
Watertown School District	Heidi Clausen	605-882-6314 heidi.clausen@k12.sd.us	*
Fort Bend County	Taral Patel	281-341-8608 taral.patel@fortbendcountytexas.gov	
Marshall County	Roger Haugtvedt	218-745-4951 rodger.haugtvedt@co.marshall.mn.us	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Western Regional Integrated Health Authority	Government	NL - Newfoundland and Labrador	P3, service, controls	\$322.00 – \$109,274,268.00	\$109.3M	*
Corvias Group - Public Housing	Government	Florida - FL	Work for this entity took place in multiple states. Performance Contracting infrastructure improvements	\$61,531 – \$43,968,914	\$97M	*
CUNY - The City University of New York	Education	New York - NY	Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades	\$5,620 – \$24,724,109	\$35.9M	*
City of Toledo	Government	Ohio - OH	Performance Contract, various HVAC upgrades, automated meters, controls, service	\$334 - \$75,390,135	\$75.9M	*
School District of Philadelphia	Education	Pennsylvania - PA	Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades	\$3,966 - \$24,000,000	\$64.4M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.	*
26	Dealer network or other distribution methods.	Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.	*
27	Service force.	As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue. We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week. In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation. Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window. We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service any competitive brand of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to the community of a local service provider. The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings. Our service branches are certified to service a wide range of facility infrastructures including the following: - Building automation control systems - Chiller and refrigeration equipment - Boilers and associated heating systems - Air handling equipment and large fans - Hydronic equipment including pumps and cooling towers - Pneumatic air systems (control and process) - Fire alarm systems - Security and card access control systems - Low and high voltage electrical systems - Packaged rooftop units and unitary heat/cooling equipment Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients: Ms. Mary Beth Alexander - Business Development Mgr. Ms. Melanie LeClair - Business Development Mgr. Ms. Hayley Nitschke - Marketing The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection. Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers. We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: - Define current maintenance and operating procedures - Define required maintenance and operating procedures required for new equipment - Review training options with plant engineering and maintenance - Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) - Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application - Record each session for future use by staff - On a regular basis, repeat and redesign new needs and re-establish competency on old ones Johnson Controls Institute Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at www.johnsoncontrols.com. Packaged Training Programs We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. Branch and On-Site Instruction Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations. Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.

39	Describe any technological advances that your proposed products or services offer.	Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance. This technology gives our team 24/7 read-only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment. Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team. This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources. Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind: • Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years. 2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved. 100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking. MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA. S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well. Here are just some of the reasons why we've received this recognition: • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions. Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.	*

43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America. Unparalleled Experience By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America. This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies. We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require. We Are Where You Are Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network. By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work. Flexibility and Consistency Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers. With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner. Safety At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide. Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders. Commitment to Diversity For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace. We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses. Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses. Commitment to Sustainability Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site. Since 2002, we have publicly reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2015 Sustainability Report is available for you to view online at: http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components	*
49	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
50	Describe any service contract options for the items included in your proposal.	Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard. This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction. Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals. Our Performance Infrastructure team provides guarantees for our Performance Contracting projects. For a Performance Contract, Johnson Controls guarantees the savings amount in the contract. - We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance. - We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&V plan). - If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services. - We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card procurement and payment, and we do not pass on any fees to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent. Labor Rates For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually. Equipment, Controls, and Solutions For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized. For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost. HVAC Specialty Air Quality Products are custom built, so pricing will vary For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply these items at cost + 30%.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Proficiency and Risk (PR) Fee: Due to unforeseen conditions and or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%. In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included, as is disposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details. Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response. HVAC System Design, Installation, and Service HVAC Systems: - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs - Inefficient air handling unit replacement - HVAC system redesign - Variable frequency drives - Heat recovery systems - Low leakage air dampers - Variable air volume systems - Inlet vanes for centrifugal fan - Demand control ventilation - Exhaust fans - Fan coil units - Motor replacement - Unit heaters/ventilators - Computer room unit optimization - Four-pipe system to two-pipe system - Variable volume system upgrades - System recommissioning - Duct Free Mini Split Systems - Invertors - Pumps - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration - Rooftop units - Heat pumps - PTACs - Water source heat pumps - Air Terminal Devices and Heating Products - Lighting systems-disinfectant lighting (UVC light tech) for air handlers Cooling Systems: - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers - Chiller replacements - Gas fire centrifugal chillers - Low load chiller - CFC containment conversions - Tower free cooling - Commercial refrigeration

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

	- Traffic analysis - Security Cameras - Proximity Sensors - Pedestrian Counters - Digital signage and speakers - Gunshot detection	
	Utility Meters - Water Meters - Electric Meters - Utility billing analysis - Utility rate improvements - Meter consolidation - Electric power factor correction - Automatic Meter Reading (AMR) - Advanced Metering Infrastructure (AMI) technology – Full scale implementation - Meter accuracy improvements - Meter typing & sizing upgrades - Automatic leak detection system - Customer web portal - SCADA upgrades	
	Distribution Systems and Cogeneration Plants - Central Utility Plants - Cogeneration/CHP Systems - Central cooling plant	
	Lighting Systems - Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting. - Interior Lighting: - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps - o High Bay Fixtures: New LED fixtures - Exterior Lighting: - o Building Mounted: Wall packs, floods, canopy - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages - Lighting Controls: - o Room based controls: occupancy sensors, Photocell sensors - o Stand-alone Networked controls - o Integrated Networked controls with BAS - o Smart City controls - Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle: - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning - o High light levels and high CCTs at midday (up to 10,000 K) - o Low light levels and low CCTs during evening - o Extremely low light levels and a medium CCT under moonlight - Smart Building-Wide Lighting Control - Building Automation System Integration - Business Optimization	
	Building Envelope Systems - Window glazing - Tinted window film - Energy efficient windows - Window and door weather stripping and caulking - Revolving doors - Air curtains - Automatic door closers - Roofing - Insulate walls, roof, floor, soffit - Caulk pipe penetrations - Seal ceiling to roof gap - Solar radiation reduction - Reflective coating to roof - Weatherproofing	
	Water and Sewage Systems Water Conservation - Retrofit flush valves, showerheads, faucets, toilets - Automated water systems - Cooling tower retrofits - Ice machine upgrades - High efficiency domestic water heaters - Waste heat recovery	
	Water Supply/Treatment/Distribution - Raw water pumping - High service pumps - Backwash water pumps (filtration plants) - Water control systems - Plumbing systems - Irrigation systems - Domestic water - Rain water harvesting	
	Wastewater Collection and Treatment - Wastewater lift pumps - Aeration system improvements (diffusers, controls, blowers) - Digester gas to energy projects - Digester improvements	
	Flood Control - Flood control systems - Flood monitoring systems - Integrated traffic control and monitoring systems	
	Renewable Energy Systems - Solar photovoltaic - Wind turbines	

	- Geothermal heat pumps - Microgrid - Energy storage - Solar daylighting - Biomass plants - Solar thermal pool heating - Solar thermal domestic water heating - Solar transpired walls
	Distributed Energy Storage Battery Power Stationary Storage Energy Storage System - In-Building Modular Container Distributed Energy Storage System Thermal Energy Storage Systems Ice Storage
	Sewer Heat Recovery Waste Heat Recovery and Urban Biogas Utilization
	Microgrids
	Connected Technologies - Audio-Visual - Data Cabling - LAN/WAN/Voice - Distributed Antenna Systems - Nurse Call Systems - Security Systems - HL7 Integrations
	Pool Systems/Environment and Recreational Spaces Additional Systems - Loading dock air curtains - Ceiling systems - Electrical power systems - Emergency generators - Turbine generators - Switch gear - Elevator modernization - Waste management - Waste compactors - Red bag waste - Pool covers and pool heat recovery - Air and water balance - Power factor correction - Fleet management - Start-up and commissioning - High efficiency water heating - Instantaneous hot water heating and removal of large storage tanks - Waste heat recovery for dryers and kitchens - Conversion of electric kitchen equipment to gas - Water savings measures for kitchen and laundry - Ozonated laundry upgrades - Kitchen equipment - Dishwasher replacement - Walk-in coolers optimization - Exhaust system optimization - Kitchen design - Laundry systems
	Service and Maintenance
	Public Relations
	Security - 24/7 remote monitoring - Access control - Advanced video surveillance - Intrusion detection
	Fire, Life-Safety & Hazard Protection - Fire alarm systems - Fire sprinkler systems - Fire suppression systems - Mass notification systems - Special hazard solutions - Extinguishers - Mass Notification - Special Hazard - Sprinkler
	Operational Intelligence & Loss Prevention - Information management solutions - Real-time location systems (RTLS) for asset management - Video and traffic analytics

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	☒ Yes ☐ No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	☒ Yes ☐ No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	☒ Yes ☐ No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Ensure your submission document(s) conforms to the following:

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☒	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☒	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☒	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☒	1

Sourcewell Cooperative Contract #070121-JHN
Johnson Controls Pricing
HVAC SYSTEMS AND RELATED SERVICES

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: includes subcontracts, assessments, tools, management, general requirements, engineering services and surveys	Mark up over cost	Cost + 35%
Miscellaneous or parts that do not have a NALP or List Price in JCI Pricing tools	Mark up over cost	Cost + 35%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price(NALP)Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP)Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
Johnson Controls Terminal Units (Variable Air Volume (VAV)& Fan Coil Unit (FCU))	Discounts from List Price	List Price less 55%
Johnson Controls Commercial Unitary Equipment(Series 5, Series 40, Series 100)	Discounts from List Price	List Price less 55%
Johnson Controls DDC Metasys	Discounts from List Price	List Price less 55%
Johnson Controls Security Solutions Products	Discount from List Price	List Price less 15%
Johnson Controls Fire Protection Products	Discount from List Price	List Price less 15%
Johnson Controls Labor associated with Installs, retrofits & Services	Discount from JCI Local Branch Published Street Labor Rates	JCI Local Branch Published Street Rate less 10%
Johnson Controls Sustainable Infrastructure Labor	Discount from Published Sustainable Infrastructure Street Labor Rates	Sustainable Infrastructure Published Street Rate less 10%
Preventative Service Agreements (PSA)	Discount from JCI Local Published Street Labor Rates	List Price less 5%
Digital Solutions - OpenBlue Subscriptions	Discount from JCI List Price	5% Discount off JCI List Price
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction	Mark up over cost	Cost Plus 35%

Pricing Notes:

- All labor rates are based upon standard hours.
- Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
- Overtime rates (Holidays): 2 x standard labor rates
- Per diem rates: Based upon location and job role to be provided
- Minimum charge of 4 hours for all overtime work
- Local published street labor rates may be updated at the discretion of JCI
- Mileage – Standard rates apply for service calls calculated from branch to job site
- If List Price or NALP is not available in JCI pricing tool use cost + 35%
- All quotes shall meet the minimum discount percentages listed above.

Sourcewell Cooperative Contract #070121-JHN
Johnson Controls Pricing
HVAC SYSTEMS AND RELATED SERVICES

10. For quoted service (L&M) where a proposal has been requested, depending upon scope, either a fixed price/lump sum, or time and material will be utilized.
11. All quotes will be in accordance with the discounts listed above.

Not to exceed pricing:

The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcewell Agreement.

EXHIBIT “C”

Johnson Controls, Inc. Estimate PSA 1-1LBQ5399

From: [Coiner, James](#)
To: [Maldonado, Tamara](#)
Subject: FW: CITY OF MONTEBELLO RENEWAL PROPOSAL
Date: Tuesday, June 20, 2023 8:37:28 AM
Attachments: [image001.png](#)
[City of Montebello Citywide HVAC PSA 23-24 YR 1-2 RENEWAL PROPOSAL.pdf](#)
Importance: High

From: Elvin Espinoza Jr. <Elvin.Espinoza.Jr@jci.com>
Sent: Friday, June 16, 2023 12:35 PM
To: Coiner, James <JCoiner@montebellocity.gov>
Cc: Miriam H Lopez <Miriam.H.Lopez@jci.com>; Oscar O Felix <Oscar.O.Felix@jci.com>; Jeff Forsell <jeff.forsell@jci.com>; Michael J Anderson <Michael.J.Anderson@jci.com>
Subject: [External Email] CITY OF MONTEBELLO RENEWAL PROPOSAL
Importance: High

Good afternoon James,

Please see the updated Estimate PSA 1-1LBQ5399 attached for service, authorizing to use the Sourcewell Contract #070121-JHN

Thank you for the opportunity to better serve you.

Elvin Espinoza, Jr
 EAST COMMERCIAL SERVICE MANAGER

Johnson Controls

5770 Warland Dr, Cypress, CA 90630

Cell: (562)328-0209

24/7 Service: (866)819-0230

Elvin.Espinoza.Jr@JCI.com

Contractor's License #22445

"Don't count the days. Make the days COUNT" -MUHAMMAD ALI



PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Johnson Controls planned service proposal

Prepared for CITY OF MONTEBELLO

Customer
CITY OF MONTEBELLO

Local Johnson Controls Office
5770 WARLAND DR STE A
CYPRESS, CA 90630-5047

Agreement Start Date:
07/01/2023

Proposal Date
06/16/2023

Estimate No:
1-1LBQ5399
Johnson Controls Sourcewell Contract
#070121-JHN



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF MONTEBELLO

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 07/01/2023 and ending 06/30/2025.
- The agreement price for first year is \$83,840.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Elvin Espinoza Jr
Service Manager
(866) 819-0230

The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify energy savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce future repair costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend asset life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure productive environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote environmental health and safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Boiler Tube Brushing

Boiler heat transfer surfaces must be kept clean to provide for safe and economical boiler operation. During boiler operation deposits such as soot and scale can accumulate on boiler tubes, causing a loss in efficiency due to reduced heat transfer. This includes capacity reduction and high draft losses. Corrosive elements are often present in the scale, increasing the probability of tube failure. Extreme cases of boiler tube blockage can also create a safety or fire hazard. Johnson Controls technicians will brush the tubes, cleaning these surfaces. This improves heat transfer, optimizes efficiency, and reduces potential corrosion and safety issues. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Refrigerant Sample

Refrigerant samples are carefully collected from the applicable HVAC equipment in accordance with Johnson Controls controlled documents to ensure accurate, uncontaminated sampling. Our qualified refrigerant testing laboratory uses Air Conditioning and Refrigeration Institute (ARI) and our own statistically generated standards to accurately and completely assess the condition of your refrigerant. Acidity, moisture, oxides and percent oil are monitored.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : CITY OF MONTEBELLO
Address: 1600 W BEVERLY BLVD MONTEBELLO,CA 90640-3932
Proposal Date: 06/16/2023
Estimate #: 1-1LBQ5399 - Johnson Controls Sourcewell Contract #070121-JHN

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 07/01/2023 and will continue until 06/30/2025 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$83,840.00. This amount will be paid to JCI in advance in Monthly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO,CA 90640

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ No: This signed contract satisfies requirement

☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

☐ YES: E-mail address to be used :

☐ No: Please submit invoices via mail

☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G

Address:5770 WARLAND DR STE A

CYPRESS,CA 90630-5047

Branch Phone:(866) 819-0230

Branch Email:

Schedule A - Equipment List

CATHY HENSEL YOUTH CENTER

**236 GEORGE HENSEL DR
MONTEBELLO, CA 90640-5058**

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive (without Economizer)
- 4 Standard Filter Change
- 2 Operational (Mid Season - Cooling/Heating without Economizer)
- 1 Electric Heating Comprehensive (without Economizer)

Customer Tag

A/C #3

Manufacturer

Trane

Model

YCD241B4LCDD

Serial

L44102542D

Product: Air Handling Unit (AHU), 100% Outside Air, 15-30 HP

Quantity: 1

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Comprehensive
- 4 Standard Filter Change

Customer Tag

AC-1

Manufacturer

Des Champs

Model

TVVA2408400BC

Serial

960057

Product: Condensing Unit, Air Cooled, Scroll, <10 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Comprehensive
- 2 Condenser Coil Cleaning

Customer Tag

AC-2

AC-3

Manufacturer

Trane

Trane

Model

TVA2408400BC

TWA24013400BC

Serial

L374PLUAH

L374PM6AH

Product: Fan, Exhaust Fan, Roof Mounted, 0-5 HP

Quantity: 1

Coverage Level: Basic

Services Provided

- 4 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
EF	Loren Cook Company	135ACEB	1385458379

375 S GREENWOOD		375 S GREENWOOD AVE MONTEBELLO, CA 90640	
Product: Air Handling Unit (AHU), Mixed Air, <15 HP			
Quantity: 1		Services Provided	
Coverage Level:	Basic	3	Operational
		1	Comprehensive
		4	Standard Filter Change
Customer Tag	Manufacturer	Model #	Serial #
AC-1	Trane	WH361-A05	FIELD VERIFY
Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons			
Quantity: 1		Services Provided	
Coverage Level:	Basic	2	Operational
		2	Condenser Coil Cleaning
		2	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
AC-2	Trane	RAUCC204EL03	1-YGLBZAJ/FIELD UPDATE NEEDED
Product: Boiler, Gas-Fired, Water Tube, <50HP			
Quantity: 1		Services Provided	
Coverage Level:	Basic	3	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
B-1	Parker Boiler	T490L	FIELD VERIFY
Product: Pump, Hot Water, 0-10 HP			
Quantity: 1		Services Provided	
Coverage Level:	Basic	3	Operational
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
HWP-1	B & G	N/A	FIELD VERIFY

SR CITIZEN CENTER	115 S TAYLOR AVE MONTEBELLO, CA 90640-5021
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 15.5-25 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 1 Cooling Comprehensive (with Economizer)
- 1 Condenser Coil Cleaning
- 1 Electric Heating Comprehensive (with Economizer)
- 2 Operational (Mid Season - Cooling/Heating with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-1	Trane	YCH241B4LBDD	L44101879D

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 2 Operational (Mid Season - Cooling/Heating without Economizer)
- 1 Electric Heating Comprehensive (without Economizer)
- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive (without Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-2	Sterling Electric Inc	E38PV15A2E03811C1	1440964

Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons

Quantity: 3

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 1 Cooling Comprehensive (with Economizer)
- 2 Operational (Mid Season - Cooling/Heating with Economizer)
- 1 Electric Heating Comprehensive (with Economizer)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-3	Trane	YCH181B4LBDD	L44101875D
AC-5	Carrier	48TFD012601GA	3900G30423
AC-6	Carrier	48TFD012601GA	3900G30428

FIRE STATION 55	600 N MONTEBELLO BLVD MONTEBELLO, CA 90640-3538
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

- 12 Standard Filter Change
- 2 Operational (Mid Season -
Cooling/Heating without
Economizer)
- 1 Condenser Coil Cleaning
- 1 Electric Heating Comprehensive
(without Economizer)
- 1 Cooling Comprehensive (without
Economizer)

Customer Tag	Manufacturer	Model #	Serial #
AC-1	Carrier	48VLN0360903	0409G50739
AC-2	Carrier	48VLN03606050	4507G51836
AC-3	Carrier	48VLN0300603	0409G30738
AC-4	Carrier	48VLN0360903	0409G50745
AC-5	Carrier	48VLN0420605	0709640775

WASHINGTON ELEM CHILD CARE BUNGALOW	1400 W MADISON AVE MONTEBELLO, CA 90640-4132
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons			
Quantity: 1	Services Provided		
Coverage Level: Basic	4	Standard Filter Change	
	1	Electric Heating Comprehensive (without Economizer)	
	1	Cooling Comprehensive (without Economizer)	
	2	Operational (Mid Season - Cooling/Heating without Economizer)	
	1	Condenser Coil Cleaning	
Customer Tag	Manufacturer	Model #	Serial #
AC-1	Bard Manufacturing Company	WH361-A05	125L920746974

ACUNA PARK COMMUNITY CENTER

**1700 W VICTORIA AVE
MONTEBELLO, CA 90640-3128**

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 1 Electric Heating Comprehensive (without Economizer)
- 2 Operational (Mid Season - Cooling/Heating without Economizer)
- 1 Cooling Comprehensive (without Economizer)
- 1 Condenser Coil Cleaning

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-1	Carrier	48GXN024040301	0902G20758
AC-2	Carrier	48GXN024040301	0402G22036
AC-3	Carrier	48GSN024040301	0801G10086
AC-4	Trane	YCC024F1LOBE	N233YD72H
AC-5	Trane	YCC036F1MOBF	N233M011H

HOLIFIELD PARK LIBRARY AND COMMUNITY CENTER	1060 S GREENWOOD AVE MONTEBELLO, CA 90640-6030
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Product: Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, 8-15 Tons			
Quantity: 2		Services Provided	
Coverage Level: Basic		4 Standard Filter Change	
		1 Cooling Comprehensive (without Economizer)	
		1 Gas Heating Comprehensive (without Economizer)	
		2 Operational (Mid Season - Cooling/Heating without Economizer)	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-1	Carrier	48HJD012	3001G32130
AC-2	Carrier	48HJD012	902030439

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Tons			
Quantity: 1		Services Provided	
Coverage Level: Basic		2 Operational (Mid Season - Cooling/Heating without Economizer)	
		1 Cooling Comprehensive (without Economizer)	
		4 Standard Filter Change	
		1 Electric Heating Comprehensive (without Economizer)	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
AC-3	Carrier	50TJ0012	2200G30579

**REGGIE RODRIGUEZ PARK COMMUNITY
CENTER**

**200 W MINES AVE
MONTEBELLO, CA 90640**

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 2 Operational (Mid Season -
Cooling/Heating without
Economizer)
- 4 Standard Filter Change
- 1 Electric Heating Comprehensive
(without Economizer)
- 1 Cooling Comprehensive (without
Economizer)

Customer Tag

Manufacturer

Model #

Serial #

AC-1

Carrier

48HJD009-531

0400G30238

AC-7

Carrier

481-11D009-531

1-YGH9P7B/FIELD UPDATE
NEEDED

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 2 Operational (Mid Season -
Cooling/Heating without
Economizer)
- 1 Condenser Coil Cleaning
- 4 Standard Filter Change
- 1 Cooling Comprehensive (without
Economizer)
- 1 Electric Heating Comprehensive
(without Economizer)

Customer Tag

Manufacturer

Model #

Serial #

AC-2

Carrier

48HJD005-531

2600G20234

AC-5

Carrier

48HJD005-531

2600G20233

Product: Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Cooling Comprehensive
- 4 Return Air Filter Change
- 1 Condenser Coil Cleaning
- 1 Electric Heating Comprehensive
- 2 Operational (Mid Season -
Cooling/Heating)

Customer Tag

Manufacturer

Model #

Serial #

AC-3

Carrier

38QR04

1600X80117

POTRERO HEIGHTS PARK COMM. CENTER	8051 ARROYO DR MONTEBELLO, CA 90640-2102
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Product: Split System, Cooling with Electric Heat, <7.5 Tons			
Quantity: 1		Services Provided	
Coverage Level: Basic		4	Return Air Filter Change
		2	Operational (Mid Season - Cooling/Heating)
		1	Condenser Coil Cleaning
		1	Cooling Comprehensive
		1	Electric Heating Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
AC-1	Heil	N2H336GKB100	E071627425

TRANSPORTATION DEPARTMENT

**400 S TAYLOR AVE
MONTEBELLO, CA 90640-5057**

Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

- 2 Operational (Mid Season - Cooling/Heating with Economizer)
- 4 Standard Filter Change
- 1 Cooling Comprehensive (with Economizer)
- 1 Electric Heating Comprehensive (with Economizer)
- 1 Condenser Coil Cleaning

Customer Tag

Manufacturer

Model #

Serial #

AC-1	Trane	YCH121B4LBDC	K45100870D
AC-2	Trane	YCH103B4LBDC	K451008660
AC-3	Trane	YCD151B4LCDC	K45100830D
AC-4	Trane	YCD121B4LCDC	K45100815D
AC-5	Trane	YHC120F4RLA0RK7	202610053L

Product: Window Unit AC

Quantity: 1

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Comprehensive
- 4 Filters, Standard

Customer Tag

Manufacturer

Model #

Serial #

AC-9	Trane	N/A	1-YGKM8JS
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FIRE STATION 56	1166 S GREENWOOD AVE MONTEBELLO, CA 90640-6004
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

- 12 Standard Filter Change
- 1 Condenser Coil Cleaning
- 1 Electric Heating Comprehensive (without Economizer)
- 1 Cooling Comprehensive (without Economizer)
- 2 Operational (Mid Season - Cooling/Heating without Economizer)

Customer Tag	Manufacturer	Model #	Serial #
AC-1 (New)	Trane	WCC060F300BE	P2843F02H
AC-2 (new)	Trane	WCC048F100BF	R353YL12H
AC-3 (new)	Payne	PH4GNAB30000AA	1816C21935
AC-4 (new)	Trane	WCC036F100BD	N34119X1H
AC-5 (new)	Carrier	50QJ006530	2991G10460

FIRE STATION 57

**2950 W VIA ACOSTA
MONTEBELLO, CA 90640-2218**

Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 4

Coverage Level: Basic

Services Provided

- 1 Cooling Comprehensive (without Economizer)
- 1 Condenser Coil Cleaning
- 2 Operational (Mid Season - Cooling/Heating without Economizer)
- 12 Standard Filter Change
- 1 Electric Heating Comprehensive (without Economizer)

Customer Tag

Manufacturer

Model #

Serial #

AC-1 new	JCI_YORK	D2NP036N05606NXA	SN0L8377208
AC-2 (new)	JCI_YORK	TCGD024S41S1HA	W0H8209428
AC-3 new	Goodman MFG	PC0241BREVE	S#: 9412101206
AC-4 new	Goodman MFG	CK421A	1-YGIOQ8E/FIELD UPDATE NEEDED

1166 S GREENWOOD	1166 S GREENWOOD AVE MONTEBELLO, CA 90640-6004
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 4 Standard Filter Change
- 2 Operational (Mid Season -
Cooling/Heating without
Economizer)
- 1 Cooling Comprehensive (without
Economizer)
- 1 Electric Heating Comprehensive
(without Economizer)

Customer Tag	Manufacturer	Model #	Serial #
AC-13: 1166 S. Greenwood	Bard Manufacturing Company	WA421-A00	126J021747400-02
AC-14: 1166 S. Greenwood (station 56)	Bard Manufacturing Company	WA421-A00	126J021747401-02

QUIET CANNON MONTEBELLO

**901 VIA SAN CLEMENTE
MONTEBELLO, CA 90640-1610**

Product: Split System, Cooling Only, <7.5 Tons

Quantity: 4

Coverage Level: Basic

Services Provided

4 Return Air Filter Change
1 Belt Change
1 Condenser Coil Cleaning
1 Cooling Comprehensive
3 Operational (Mid Season -
Cooling Only)

Customer Tag

Manufacturer

Model #

Serial #

AC-15: 901 San Clemente (Golf
Course)

Goodman MFG

CK42-1A

00106495404

PRO SHOP AHU

Trane

TWE090B300BB

J25178177

PRO SHOP AHU BUILDING 2

Carrier

FV4CNF005

0817A83159

PRO SHOP CONDENSOR BUILDING
2

Carrier

25HHA448A600

1417X47028

Product: Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 1

Coverage Level: Basic

Services Provided

3 Operational
1 Comprehensive
1 Belt Change

Customer Tag

Manufacturer

Model #

Serial #

Maintenance Shop Supply fan

Greenheck Fan Corp

BSQ-160-LMDX-QD

01D15821

COMMUNICATION SITES	1343 N MONTEBELLO BLVD MONTEBELLO, CA 90640-2585
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Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 6

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 2 Operational (Mid Season - Cooling/Heating without Economizer)
- 1 Condenser Coil Cleaning
- 1 Electric Heating Comprehensive (without Economizer)
- 1 Cooling Comprehensive (without Economizer)

Customer Tag	Manufacturer	Model #	Serial #
AC-1: 12641 W. Carinthia	Bard Manufacturing Company	WA241-A00	140H961005776-02
AC-2: 12641 W. Carinthia	Bard Manufacturing Company	WA241-A00	140H961003840-02
AC-3: 311 S. Greenwood	JCI_YORK	B6HZ060A06A	W1H3027083
AC-4: 311 S. Greenwood	JCI_YORK	B6HZ060A06A	W1H3983708
AC-5: 311 S. Greenwood	JCI_YORK	B6HZ060A06A	W1H3027073
AC-6: 311 S. Greenwood	JCI_YORK	B6HZ060A06A	W1H3027074

POLICE STATION	1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932
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Product: Pump, Chilled Water, 11-50 HP			
Quantity: 2		Services Provided	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
CHWP PUMP-1 ROOFTOP (NEW)	Armstrong	DE 4300 0408-010.0	1021035041
CHWP PUMP-2 ROOFTOP (NEW)	Armstrong	DE 4300 0408-010.0	1021035040

Product: Fan, Exhaust Fan, Roof Mounted, 0-5 HP			
Quantity: 6		Services Provided	
Coverage Level: Basic		4	Operational
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
EF-1 LOWER ROOFTOP (NEW)	Cook Fans	100 ACE 100ACE B	138SI84272-00/0024911
EF-1 UPPER ROOFTOP (NEW)	Greenheck Fan Corp	138 S36238200 0394 0060	1-1NJ77Z5Z
EF-10 UPPER ROOFTOP (NEW)	Greenheck Fan Corp	138 S36410901 0394 0049	1-1NJ77Z6P
EF-2 LOWER ROOFTOP (NEW)	Cook Fans	180 ACE 180ACEB	138SI84874-00/001031
EF-2 UPPER ROOFTOP (NEW)	Greenheck Fan Corp	138 S36238200 0394 0060	1-1NJ77Z5D
EF-3 UPPER ROOFTOP (NEW)	Loren Cook Company	210 LPB	138 S36390900 0494 0001

Product: Pump, Hot Water, 11-50 HP			
Quantity: 2		Services Provided	
Coverage Level: Basic		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
HWP PUMP-1 BOILER (NEW)	Armstrong	DE 43001205-002 0-12	1021014090
HWP PUMP-2 BOILER (NEW)	Armstrong	DE 43001205-002 0-12	1021014091

Product: Air Handling Unit (AHU), Mixed Air, 35-60 HP			
Quantity: 4		Services Provided	
Coverage Level: Basic		3	Operational

POLICE STATION		1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932	
		1	Belt Change
		1	Premium Pleated Filter Change
		4	Standard Pleated Filter Change
		1	Comprehensive
Customer Tag	Manufacturer	Model #	Serial #
NEW: BASEMENT AH-3	Trane	MCCA017GA	K94A03126
NEW: BASEMENT AH-4	Trane	MCCA021GA	K94A03132
NEW: ROOFTOP AH-1	Trane	FIELD VERIFY	ROOFTOP AHU 1 FIELD VERIFY
NEW: ROOFTOP AH-2	Trane	FIELD VERIFY	ROOFTOP AHU 2 FIELD VERIFY

Product: Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Comprehensive
- 1 Government/Local Jurisdiction
Inspect (performed during
fireside cleaning - gaskets not
included)
- 1 Fireside Cleaning (gaskets not
included)
- 1 Combustion Analysis

Customer Tag	Manufacturer	Model #	Serial #
NEW: Basement Apex Boiler	Apex	APX625C	65784174
NEW: Basement Raypak Boiler	RayPak	WH3-0502CX	2006508328

Product: Chiller, Air Cooled, VSD Screw, 150-250 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 3 Operational
- 1 Refrigerant Analysis (2 Circuits)
- 1 Condenser Coil Cleaning
- 1 Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
NEW: Chiller - 1	Smardt Inc	AD054.2BGXX.F2AEH A.A008AA.E10	FF0010Q088Q3082

Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Quantity: 2

Coverage Level: Basic

Services Provided

- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive (with
Economizer)
- 3 Operational (Mid Season -
Cooling/Heating with
Economizer)
- 1 Belt Change
- 4 Standard Filter Change

Customer Tag	Manufacturer	Model #	Serial #
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POLICE STATION		1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932	
NEW: RTU 1	Lennox Industries	LGH102H4MS4G	5620D09567
NEW: RTU 2	Carrier	50VT-C36-50	3920F47059

CITY HALL	1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932
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Product: Heat Pump, Air Cooled, 0-5 Tons

Quantity: 26

Coverage Level: Basic

Services Provided

- 4 Standard Filter Change
- 1 Condenser Coil Cleaning
- 1 Heating Comprehensive
- 1 Cooling Comprehensive
- 2 Operational (Mid Season)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
FC - 1	Samsung	AR12TSFYBWKN	RNS12YBT
FC - 2	Samsung	AR12TSFYBWKN	RNS13YBT
FC - 3	Samsung	AR12TSFYBWKN	RNS16YBT
FC Condensor	Samsung	AJ036TXJ4CH	JXH36J5T
NEW: RTU-1	Lennox Industries	KHB036S4DN1G	5621K00695
NEW: RTU-10	Lennox Industries	LRP14HP24EP-2A	1622A03383
NEW: RTU-11	Lennox Industries	LRP14HP24EP-2A	1621H01976
NEW: RTU-13	Lennox Industries	KHB122H4EN1G	5621J04384
NEW: RTU-14	Lennox Industries	LRP14HP24EP-2A	1622A03385
NEW: RTU-15	Lennox Industries	KHA092S4MN1G	5621J03653
NEW: RTU-16	Lennox Industries	KHB036S4DN1G	5621K00703
NEW: RTU-17	Lennox Industries	KHB036S4DN1G	5621K00699
NEW: RTU-18	Lennox Industries	KHB122H4EN1G	5621A10055
NEW: RTU-19	Lennox Industries	KHB036S4DN1G	5621K00692
NEW: RTU-2	Lennox Industries	KHB036S4DN1G	5621K00690
NEW: RTU-20	Lennox Industries	KHB036S4DN1G	5621K00701
NEW: RTU-21	Lennox Industries	KHB036S4DN1G	5621K00693
NEW: RTU-22	Lennox Industries	KHB074S4TN1G	5621K04225
NEW: RTU-23	Lennox Industries	KHB060H4EN1G	5621K04222
NEW: RTU-3	Lennox Industries	KHB060H4EN1G	5621K04217
NEW: RTU-4	Lennox Industries	LRP14HP24EP - 2A	1621G19493
NEW: RTU-5	Lennox Industries	KHB036S4DN1G	5621K00927
NEW: RTU-6	Lennox Industries	KHB036S4DN1G	5621K00697
NEW: RTU-7	Lennox Industries	KHA092S4MN1G	5621B10071
NEW: RTU-8	Lennox Industries	KHB060H4EN1G	5621K04219
NEW: RTU-9	Lennox Industries	KHB048S4DN1G	5621K00569

Product: Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Cooling Comprehensive
- 1 Condenser Coil Cleaning
- 4 Return Air Filter Change
- 1 Electric Heating Comprehensive
- 2 Operational (Mid Season - Cooling/Heating)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
NEW: CU-1	Mitsubishi	AJ036TXJACH	BDQQP3C300024L

Product: Split System, Cooling Only, <7.5 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Cooling Comprehensive
- 1 Condenser Coil Cleaning
- 3 Operational (Mid Season - Cooling Only)

CITY HALL	1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932
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<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
NEW: CU-2	Carrier	38HDR060-321	3910X90384

Product: Heat Pump, Air Cooled, 5.5-10 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Heating Comprehensive
- 1 Cooling Comprehensive
- 1 Condenser Coil Cleaning
- 2 Operational (Mid Season)
- 4 Standard Filter Change

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
NEW: RTU-12	Lennox Industries	KHB122H4EN1G	5621J04387

Equipment tasking

Air Handling Unit (AHU), 100% Outside Air, 15-30 HP

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, 35-60 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Premium Pleated Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Standard Pleated Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s)

- Verify damper operation
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, <15 HP

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation

- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, >10 HP

Combustion Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Lock and tag out unit Isolate and drain boiler Open covers Conduct inspection Replace covers Fill system Prepare unit for operation
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Blow down boiler Inspect condensate piping , trap and drain Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valv Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed

- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Inspect condensate piping , trap and drain
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Fireside Cleaning
(gaskets not included)**

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Remove access panels
- Brush fireside surfaces
- Reinstall access panels
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Water Tube, <50HP

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation

- Check operating controls
- Check all safety controls
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, VSD Screw, 150-250 Tons

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper VSD operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check for proper condenser fan operation Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Refrigerant Analysis (2 Circuits)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check oil separator level

Verify oil heater operation
Perform lock-out and tag-out procedure
Inspect condenser fan contactors for wear
Check for proper VSD coolant level and pump operation
Check and tighten electrical connections
Perform preventative procedures to flow proving devices
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check refrigerant charge (sight glass) Check for proper crank case heater operation (if applicable) Check for visual signs of refrigerant/oil leak(s) Check for proper condenser fan operation Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check for proper crank case heater operation (if applicable) Perform lock-out and tag-out procedure Inspect condenser fan and compressor contactors for wear Check and tighten electrical connections Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, <10 Tons

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies
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Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check refrigerant charge (sight glass)
Check for proper crank case heater operation (if applicable)
Check for visual signs of refrigerant/oil leak(s)
Check for proper condenser fan operation
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for visual signs of refrigerant/oil leak(s)
Conduct refrigerant leak check
Check for proper crank case heater operation (if applicable)
Perform lock-out and tag-out procedure
Inspect condenser fan and compressor contactors for wear
Check and tighten electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Belt Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check bearing wear
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation

Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Fan, Exhaust Fan, Roof Mounted, 0-5 HP

Operational

Check with appropriate customer representative for operational deficiencies
Check rain guard
Check and tighten electrical connections
Clean area around equipment
Inspect starter
Lubricate as required
Motor operating amps
Check belt guard
Check belt(s) (if applicable)
Check drive condition
Check electrical contacts
Check fan blades
Check for proper rotation
Complete any required maintenance checklists, report observations to appropriate customer representative

Heat Pump, Air Cooled, 0-5 Tons

Standard Filter Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories (if applicable)
Check condition of condenser coil
Check condition of evaporator coil

Johnson Controls **Planned Service Proposal** Prepared
for CITY OF MONTEBELLO

	- Check condenser fan motors and blades - Check blower motor operation - Check condition of pulley and belts - Check heating operation (when applicable) - Check condition of filters - Check condensate drain - Check for visual signs of refrigerant/oil leak(s) - Visually inspect electrical connections - Check for unusual noise and vibration - Check overall condition of unit - Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Spray coil(s) with chemical solution - Rinse coil(s) thoroughly with water - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories (if applicable) - Check and tighten electrical connections - Check contactor(s) - Check condition of condenser coil - Check condition of evaporator coil - Check condenser fan motors and blades - Check blower motor operation - Lubricate blower and motor bearings - Check condition and alignment of pulley and belts - Check condition of filters - Clean condensate pan and clear drain line - Check for visual signs of refrigerant/oil leak(s) - Check for unusual noise and vibration - Record and log all operating parameters - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Heating Comprehensive	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories (if applicable) - Check operation of heating mode - Check and tighten electrical connections - Check contactor(s) - Check condition of condenser coil - Check condition of evaporator coil - Check condenser fan motors and blades - Check blower motor operation - Lubricate blower and motor bearings - Check condition and alignment of pulley and belts - Check condition of filters - Check for visual signs of refrigerant/oil leak(s)

Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Heat Pump, Air Cooled, 5.5-10 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check condition of pulley and belts Check heating operation (when applicable) Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings

- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Heating Comprehensive All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check operation of heating mode
- Check and tighten electrical connections
- Check contactor(s)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check condition and alignment of pulley and belts
- Check condition of filters
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Chilled Water, 11-50 HP

Comprehensive All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check coupling
- Lubricate pump and motor bearing(s) per manufacturer's recommendation
- Record and log all operating parameters
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check pressures
- Visually inspect coupling
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 0-10 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 11-50 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 15.5-25 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters
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	Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if

Economizer)	applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters
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Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Electric Heating
Comprehensive (with
Economizer)**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check blower motor operation
Check condition of pulley and belts
Check economizer operation
Lubricate and adjust economizer damper linkages
Verify proper operation of exhaust motor (if applicable)
Check heat strip operation (coordinate with customer)
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Operational (Mid
Season -
Cooling/Heating with
Economizer)**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories (if applicable)
Check condition of condenser coil
Check condition of evaporator coil
Check condenser fan motors and blades
Check blower motor operation
Check economizer operation
Check heating operation (when applicable)
Check condition of pulley and belts
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Belt Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Standard Filter Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on

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	Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (without Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (without Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating without Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check heating operation (when applicable)

Check condition of pulley and belts
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (without Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (without Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s)

- Check blower motor operation
- Check condition of pulley and belts
- Check heat strip operation (coordinate with customer)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season -
Cooling/Heating without
Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Check heating operation (when applicable)
- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, 8-15 Tons

Standard Filter Change

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive
(without Economizer)

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check and tighten electrical connections
- Check VFD operation and clean cooling fan intake (if applicable)
- Check contactor(s)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)

Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Gas Heating
Comprehensive (without
Economizer)**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check combustion blower motor operation
Check igniter and pilot operation
Check condition of heat exchanger
Check condition of burners and clean as required in place
Check for proper venting
Check for leaks on gas line (within cabinet)
Check condition of pulley and belts
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Operational (Mid
Season -
Cooling/Heating without
Economizer)**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories (if applicable)
Check condition of condenser coil
Check condition of evaporator coil
Check condenser fan motors and blades
Check blower motor operation
Check heating operation (when applicable)
Check condition of pulley and belts
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling Only, <7.5 Tons

Belt Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters

Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser Coil
Cleaning**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Spray coil(s) with chemical solution
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check contactor(s)
Check condition of condenser coil
Check condenser fan motors and blades
Check blower motor operation
Lubricate blower and motor bearings (if applicable)
Check condition and alignment of pulley and belts (if applicable)
Check condition of filters
Clean condensate pan and clear drain line (if readily accessible)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Operational (Mid
Season - Cooling Only)**

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of condenser coil
Check condenser fan motors and blades
Check condensing unit electrical connections and contactor(s)
Check blower motor operation
Check condition of filters
Check condition of pulley and belts (if applicable)
Check condensate system
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Electric Heat, <7.5 Tons

Return Air Filter Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately

	Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts (if applicable) Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check condition of condenser coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings (if applicable) Check condition and alignment of pulley and belts (if applicable) Check condition of filters Clean condensate pan and clear drain line (if readily accessible) Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of condenser coil Check condenser fan motors and blades Check condensing unit electrical connections and contactor(s) Check blower motor operation Check heating operation (when applicable) Check condition of filters Check condition of pulley and belts (if applicable) Check condensate system Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to

appropriate customer representative

Window Unit AC

Comprehensive	Check with appropriate customer representative for operational deficiencies Clean coils, fan(s), fan motors, drip pan Clean filter Cycle thermostat and verify operation Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
Filters, Standard	Check with appropriate customer representative for operational deficiencies Replace air filters per agreement Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Complete any required maintenance checklists, report observations to appropriate customer representative
Operational	Check with appropriate customer representative for operational deficiencies Check coils, fan(s), fan motors, drip pan Check filter Cycle thermostat and verify operation Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$83,840.00*	Monthly
Year2	\$88,029.00*	Monthly

* Detailed breakdown by facility provided in June 21, 2023 email

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

"This proposal is in accordance with the Johnson Controls Sourcewell Contract #070121-JHN"

City of Montebello will receive a 10% labor discount on all JCI HVAC non-scheduled and emergency service calls

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TERMS AND CONDITIONS DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

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carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

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Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

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signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

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for CITY OF MONTEBELLO

or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.**

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

Maldonado, Tamara

From: Coiner, James
Sent: Wednesday, June 21, 2023 4:11 PM
To: Maldonado, Tamara
Subject: FW: CITY OF MONTEBELLO RENEWAL SITE BREAKDOWN

Importance: High

Tami,

The requested break down from JCI

From: Jeff Forsell <jeff.forsell@jci.com>
Sent: Wednesday, June 21, 2023 3:12 PM
To: Coiner, James <JCoiner@montebelloca.gov>
Cc: Elvin Espinoza Jr. <Elvin.Espinoza.Jr@jci.com>
Subject: [External Email] CITY OF MONTEBELLO RENEWAL SITE BREAKDOWN
Importance: High

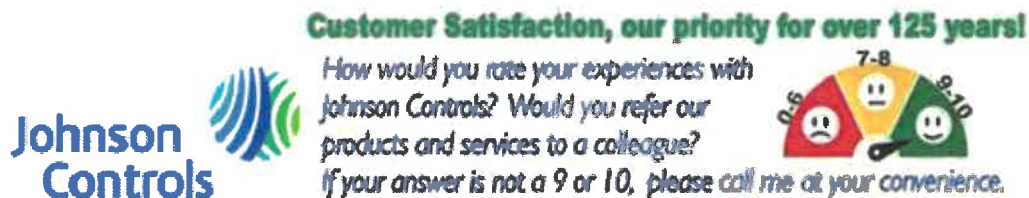
Hi James,

Here is the site breakdown below. Let me know if there is anything else you need.

Facility	Fiscal Year 2023-2024		Fiscal Year 2024-2025	
City Hall	\$	9,627.00	\$	10,133.00
Police Department	\$	38,840.00	\$	40,754.00
Senior Center	\$	2,434.00	\$	2,556.00
Youth Center	\$	1,863.00	\$	1,956.00
Reggie Rodriguez	\$	2,316.00	\$	2,432.00
Holifield Park	\$	1,500.00	\$	1,575.00
Henry Acuna Park	\$	1,833.00	\$	1,925.00
Potrero Heights Park	\$	320.00	\$	336.00
Fire Station 55	\$	4,127.00	\$	4,333.00
Fire Station 56	\$	3,517.00	\$	3,693.00
Fire Station 57	\$	2,849.00	\$	2,991.00
Washington Elementary	\$	374.00	\$	393.00
Fremont Elementary	DO NOT SERVICE		DO NOT SERVICE	
Greenwood Elementary	DO NOT SERVICE		DO NOT SERVICE	
Transportation Dept.	\$	2,781.00	\$	2,920.00
Communication Sites	\$	5,557.00	\$	5,834.00
EOC - 375 Greenwood	\$	3,265.00	\$	3,429.00
Golf Course	\$	2,637.00	\$	2,769.00
ANNUAL TOTAL:		\$83,840.00		\$88,029.00

Thank you,

Jeff Forsell
Customer Service Representative
Johnson Controls, Inc.
2100 Chicago Ave, Riverside, CA 92507
Direct: 951-675-5030 | 24/7 service: 866-819-0230
jeff.forsell@jci.com | www.jci.com
Contractor's License #22445



Johnson Controls values their customers and are committed to providing excellent, all-around customer service. If for any reason you are not 100 percent satisfied with our services, both in the field and from the office, please contact me directly at (562)594-3265.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

**SUBJECT: REQUEST TO ISSUE REQUEST FOR PROPOSALS (RFP) NO. 24 – 3
FOR POLICE DEPARTMENT LEGAL SERVICES AND PROCESS
INVOICES FOR FUTURE RELATED SERVICES**

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-3 (RFP) for Police Department Legal Services; and
2. Authorize payment of future invoices from the Law Office of Jones & Mayer for legal services during Fiscal Year 2023 – 24 in an amount not to exceed \$4,000; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing an RFP for this service does not have a direct cost associated. At this point, the exact cost of services is unknown. Once the selection process is complete, staff will return to the City Council requesting approval of a professional services agreement per the Montebello Code Chapter 3.20 – Purchasing System guidelines. If necessary, any budget amendments will be made depending on the total cost of the services procured through the RFP process.

While completing the RFP process, staff requests authorization to pay future invoices that may be incurred from the Law Office of Jones & Mayer (Jones & Mayer) totaling up to \$4,000. The Fiscal Year 2023 – 24 budget includes sufficient funds in Account No. 100-80-815-6040.75 (General Fund, Police, Support Services, Contract Services -

Outside Legal Services) for these services.

BACKGROUND/DISCUSSION:

It requested that City Council authorize issuing an RFP for legal services for the Police Department (RFP 24 - 3). The legal services staff is seeking are related to the discovery petitions involving policies and procedures related to services provided by the Police Department. The City maintains counsel to provide general legal services. However, the legal services being requested are specific to law enforcement services and the associated governing laws. The selected legal firm will provide services on an as-needed basis.

While planning and developing the RFP, the Department plans to continue using the services of Jones & Mayer. For this reason, it is requested that City Council authorize the use of up to \$4,000 for future services from Jones & Mayer. Allowing continued use will ensure the City can continue to provide services and reduce liability. It is anticipated that the RFP process will be completed by the end of the calendar.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that City Council authorize the issuance of an RFP for specific legal services for the Police Department. In addition, it is requested that City Council authorize the continued use of services while the RFP process is completed.

ATTACHMENT(S)

1. Attachment A - RFP 24 - 3 - Legal Services (Draft)

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 3

Legal Services – Pitchess Motions, Henthorn/Giglio Requests

Release Date: Monday, August 14, 2023
Due Date: Thursday, September 14, 2023, at 11 a.m. PST

DRAFT

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

August 14, 2023

PROJECT

Legal Services – Pitchess Motions, Henthorn/Giglio Requests

OWNER/PROPOSAL CONTACT

City of Montebello – Police Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Paul Espinosa
Contact Phone: (323) 887-1200

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, August 30, 2023, at 11:00 a.m. PST. Firms must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified Firms to provide legal services related to Pitchess Motions and Henthorn/Giglio Requests. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24 – 3. Prospective respondents are advised to carefully read information related to this solicitation before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective firms must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, August 30, 2023, at 11:00 a.m. PST.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Proposals must be submitted via PlanetBids by **Thursday, September 14, 2023, at 11:00 a.m. PST.**

Responses will be evaluated to determine the Firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello invites responses from qualified law firms and individual attorneys to provide legal counsel services related to Pitchess Motions and Henthorn/Giglio Requests as needed. The selected Firm will serve at the discretion of the City Manager under the direction of the City's Chief of Police (or designee). It is anticipated that the selected Firm will enter into a professional service agreement for a term of three (3) years with options for two (2), one (1) year extensions.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service city with a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|--|
| • Release RFP | Monday, August 14, 2023 |
| • Online Q&A Deadline | Wednesday, August 30, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, Sept. 14, 2023, at 11 a.m. PST |
| • City Review of Submissions | Mid/Late September 2023 |
| • Interviews with Firms | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-October 2023 |
| • Award | November 2023 |

4.0 Purpose

Upon completion of the RFP process, the City intends to contract the services of a qualified law firm to provide services for the Police Department in conjunction with the City's legal representation on an as-needed basis.

5.0 Scope of Work/Services

The City of Montebello is soliciting proposals from qualified legal firms to provide representation and general services related to Pitchess Motion Hearings, Henthorn/Giglio requests, and legal advice on law enforcement personnel involved in use of force incidents. The preferred Firm will provide these services to support the City's general counsel as needed.

The selected Firm is responsible for coordinating meetings with designated Department staff and the City's legal representation to become familiar with local needs associated with this service.

The selected Firm will be expected to provide status reports to the Chief of Police, or his designee, monthly during periods when legal representation is being provided.

The Firm selected to provide services will be responsible for furnishing all labor, materials, equipment, tools, supplies necessary, transportation, licenses, permits, and insurance to provide services. Furthermore, the Firm selected should be prepared to appear in court as needed/when requested.

Minimum Qualifications

The minimum qualifications to be considered for this service are:

- Must be licensed to practice law in the State of California and be a member, in good standing, of the State Bar of California for a minimum of five (5) years. Associate or junior attorneys must be in good standing with the State Bar of California but do not have to meet the five (5) year minimum requirement.
- Proposing law firms must identify a primary attorney. Additionally, the Firm shall identify a primary backup (secondary) attorney.
- Preferred minimum of three (3) years providing services for a law enforcement or public safety agency(ies).
- Law firms must have substantial knowledge and experience in the interpretation of both federal and state laws as they relate to legal services to public agencies, including:
 - Peace Officers Procedural Bill of Rights (POBAR) CA Government Code Sections 3300 – 3312 and any other governing laws pertaining to peace officer personnel records and their discovery.
 - Extensive experience in evaluating cases, both complex and simple, on various subject matters, including civil rights/police, excessive force, wrongful death, and employment (discrimination/retaliation/harassment).
 - General Police Policies and Procedures
 - Extensive knowledge of training standards and procedures established by the California Commission on Peace Officer Standards and Training (POST)
- To prevent unwarranted disclosure of peace officer personnel records, firms must be conversant and up-to-date with the laws governing Pitchess Motions and Henthorn/Giglio requests.

- Must possess competency in Pitchess oppositions, appellate court litigation, and writ preparation.

Law firms responding to this request should provide details about meeting the minimum requirements in their proposal and any supporting documentation (e.g., resumes, certificates/certifications, licenses).

6.0 Proposal submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Firms planning to submit responses to this request must submit all documentation before the deadline to avoid technical difficulties/errors.

7.0 Evaluation Criteria

The Police Department will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review submissions to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (50%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (30%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:

Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:

msolorza@montebellocal.ca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest, with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals before the resolution of the protest unless it is determined that:

- The items/services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Firm and returned within the required insurance within ten (10) business days after the City has provided written notice that the Firm has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Firm decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

10.0 Insurance

The Firm selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be

twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and

agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Firms may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II,

Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a Firm through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

13.0 Labor Requirements

- A. Background:** All personnel engaged in the performance of this work shall be employees of the Firm and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Firm shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither

shall the Firm allow the use of or presence of alcohol or drugs on the premises or in the building.

- C. **Non-Discrimination:** The Firm shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 Records

The Firm agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

15.0 Subcontractors

The Firm shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Firm and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Firm's insurance.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Firm. These changes will be processed through the City Manager.

17.0 Disclosure of Information

- A. The Firm agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Firm shall be used exclusively in connection with the performance of services.

- B. The Firm shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Firm hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

18.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Firm, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Firm failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. 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;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **AMEND THE FISCAL YEAR 2023-24 TABLE OF ORGANIZATION/MASTER POSITION CONTROL TO ADD EIGHTEEN (18.0) "FIREFIGHTER/PARAMEDIC" FULL-TIME EQUIVALENT POSITIONS**

DATE: August 9, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Table of Organization/Master Position Control to add eighteen (18) "Firefighter/Paramedic" Full-Time Equivalent Positions; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Amending the table of Organization/Master Position Control to add eighteen (18) "Firefighter/Paramedic" positions is one of the steps necessary to implement the "EMS/Squad" staffing model presented to the City Council at a Regular Meeting on June 28, 2023 and a Special Meeting on July 20, 2023 (Attachment A). At the July 20th meeting, City Council provided direction to implement the "EMS/Squad" staffing model, which would require subsequent City Council action to amend the table of organization as well as purchase additional vehicles and equipment. The recommended action is the first step in bringing back the "squad" response staffing model.

The annual fully-burdened rate (i.e., salary, special pays, benefits, etc.) for a Firefighter/Paramedic at step 1 is approximately \$102,000. The addition of eighteen "Firefighter/Paramedics" would cost approximately \$1.9 million annually with all positions filled. Currently, the Fire Department has sufficient staff in the "Firefighter/Paramedic" classification to begin implementing the "EMS/Squad" staffing model. As discussed at

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 9, 2023

Page 2 of 3

both City Council meetings where the benefits of this staffing model were presented, it will take some time to fill all vacancies in the Fire Department. Therefore, a phased approach is necessary, as positions are filled and the necessary vehicles and equipment are procured.

There is sufficient funding at the current time in the Fiscal Year 2023-24 adopted budget to implement the updated staffing model, and to continue hiring to fill vacancies at the "Firefighter/EMT" level, given the necessity of a phased approach to implement. Staff will monitor the FY 2023-24 budget and if necessary, request City Council approval of budget amendments should current salary/benefit budgets not be sufficient. Future budgets (i.e., FY 2024-25, etc.) will be built based on the current (and planned) staffing at the time of budget development.

BACKGROUND/DISCUSSION:

At the Special City Council meeting on July 20, 2023 City Council authorized implementation of the Fire Department's Emergency Medical Services delivery model. The model included increasing full-time equivalent (FTE) positions in the "Firefighter/Paramedic" position based on staffing three, two-person squads across three shifts (i.e., 18 FTE). The Fire Department operates three (3) fire stations and has three (3) ALS Engines and one (1) ALS/BLS Ladder Truck, serving a community with a population of 61,200 spread out over 8.33 square miles. As the City continues to develop and expand, so does the need for public safety services to congruently transition and evolve along with the City's fast-paced growth. The presentations on June 28 and July 20 provided information on how the staffing model would work, implementation timeline, and background on the necessity of bringing back this staffing model that had previously been used in Montebello.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant 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:

The updated staffing model includes re-structuring the Fire Department's organizational framework, increasing all-ranks staffing capacity by adding new positions (i.e., adding a "Firefighter/EMT" positions to the existing "Firefighter/Paramedic" positions currently identified as Firefighter on Table of Organization and Master Position Control, Attachment A). In addition, updating the organizational response model to a "Fire Paramedic Rescue Squad" model requires the purchase and outfitting of Paramedic Rescue Squad vehicles. Action related to these procurements will be brought to City Council for review

and recommended action at a future date.

The Fire Department's focus is hiring to fill vacancies in the Firefighter ranks. There is on-going recruitment for Firefighter/Paramedics as well as Firefighter/EMTs, as well as Reserve (volunteer) Firefighters. In addition, the Department is able to sponsor recruits through Paramedic Training School, utilizing funding from the Estate of Fire Captain George Miller. The additional staffing resources (Firefighter/EMT) would provide much-needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of life safety and emergency rescue services to the community. The additional Firefighter/EMT personnel would assist in minimizing impacts to fire resources responding to various emergencies in the community and help reduce "out of service" time of the City's emergency response units. Further, these positions would assist with addressing firefighter fatigue.

SUMMARY:

Staff is implementing the updated Emergency Medical Services (EMS) response model per City Council direction by adding eighteen (18) FTE "Firefighter/Paramedic" positions. One of the actions required to implement the staffing model is amending the Table of Organization/Master Position Control to add the additional positions (Attachment A). At this time, no budget amendment is needed, as the FY 2023-24 adopted budget has sufficient funding for anticipated staffing levels in the first part of the fiscal year. Staff will monitor the budget and if necessary, propose budget amendments to increase salary and benefit appropriations.

ATTACHMENT(S)

1. Attachment A - Master Position Control Summary (Amended 08.09.2023)

NEXT STEPS:

N/A



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

***POSITIONS ADDED AUGUST 9, 2023**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Elected						
City Councilmember	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	0.0
Administration						
City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	0.0	2.0	1.0	1.0	0.0
	8.0	9.0	11.0	8.0	8.0	0.0
Finance						
Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	0.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	0.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	5.0	5.0	0.0
Lead Finance Technician	0.0	0.0	0.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	5.0	8.0	8.0	0.0
Finance Technician	5.0	5.0	5.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	22.0	24.0	24.0	0.0
Fire						
Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	4.0	6.0	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter (Paramedic)	0.0	0.0	0.0	0.0	18.0	18.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst*	2.0	2.0	2.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	1.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	2.0	2.0	0.0
	76.0	76.0	76.0	80.0	98.0	18.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

***POSITIONS ADDED AUGUST 9, 2023**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Human Resources						
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	1.0	1.0	1.0	0.0
Human Resources Manager	1.0	1.0	1.0	2.0	2.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	2.0	4.0	4.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	16.0	18.0	15.0	15.0	0.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

***POSITIONS ADDED AUGUST 9, 2023**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Planning and Community Development						
Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	20.0	20.0	0.0
Police						
Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	23.0	0.0
Police Officer	32.0	32.0	32.0	36.0	36.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	103.0	107.0	107.0	0.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

***POSITIONS ADDED AUGUST 9, 2023**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Public Works						
Director of Public Works	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	2.0	2.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	1.0	0.0
Principal Engineer	0.0	1.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	0.0
Traffic Engineer	0.0	0.0	0.0	1.0	1.0	0.0
Building Official	0.0	1.0	1.0	1.0	1.0	0.0
Combination Building Inspector	0.0	1.0	1.0	1.0	1.0	0.0
Building Permit Technician	0.0	2.0	2.0	2.0	2.0	0.0
Public Works Inspector	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	25.0	45.0	45.0	46.0	46.0	0.0

Public Affairs-Information Technology

Director of Public Affairs/Information Technology	0.0	0.0	0.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0	0.0
Senior Administrative Assistant	0.0	0.0	0.0	1.0	1.0	0.0
Information Systems Manager	0.0	0.0	0.0	2.0	2.0	0.0
Information Systems Supervisor	0.0	0.0	0.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	0.0	3.0	3.0	0.0
	0.0	0.0	0.0	11.0	11.0	0.0

Recreation and Community Services

Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	1.0	1.0	1.0	0.0
Community Services Coordinator	4.0	4.0	4.0	5.0	5.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	11.0	11.0	12.0	12.0	0.0



City of Montebello

Fiscal Year 2023-24 Budget

Master Position Control, by Department

***POSITIONS ADDED AUGUST 9, 2023**

	FY 2021-22	FY 2022-23	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED*	Variance
Transportation						
Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	1.0	1.0	0.0
Transit Administration Manager	2.0	1.0	1.0	1.0	1.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	15.0	15.0	15.0	13.0	13.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	1.0	2.0	2.0	0.0
Senior Management Analyst	0.0	1.0	1.0	3.0	3.0	0.0
Management Analyst	3.0	4.0	4.0	5.0	5.0	0.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	3.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	5.0	3.0	3.0	0.0
	204.0	234.0	234.0	233.0	233.0	0.0
Total Full-Time Employees	500.0	543.0	547.0	563.0	581.0	18.0
Total Full-Time Employees Net Elected	493.0	536.0	540.0	556.0	574.0	18.0



ITEM # 11

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-62 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED AUGUST 9, 2023**

RESOLUTION NO. 23-62

**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.1556, consisting of 13 pages, and including:

Warrant No.

General: Check No. 600582 through 600731
ACH No. 4538 through 4700

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 9th day of August 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-62

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. 23-62 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 9th day of August 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. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
General Account					
4538	07/20/2023	\$1,652.86	SUPPLIES	3163	BANK OF AMERICA
4539	07/20/2023	\$1,241.18	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4540	07/20/2023	\$3,404.63	SUPPLIES	3163	BANK OF AMERICA
4541	07/20/2023	\$1,048.84	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4542	07/20/2023	\$2,839.20	SUPPLIES	3163	BANK OF AMERICA
4543	07/20/2023	\$3,812.56	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4544	07/20/2023	\$3,821.23	SUPPLIES	3163	BANK OF AMERICA
4545	07/20/2023	\$967.02	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4546	07/20/2023	\$2,987.28	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4547	07/20/2023	\$60.00	FUEL	3163	BANK OF AMERICA
4548	07/20/2023	(\$607.56)	TRAINING	3163	BANK OF AMERICA
4549	07/20/2023	\$1,647.00	TRAINING	3163	BANK OF AMERICA
4550	07/20/2023	\$1,372.91	TRAINING	3163	BANK OF AMERICA
4551	07/20/2023	\$1,696.18	SUPPLIES	3163	BANK OF AMERICA
4552	07/20/2023	\$239.88	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4553	07/20/2023	\$2,247.15	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4554	07/20/2023	\$275.60	SUPPLIES	3163	BANK OF AMERICA
4555	07/20/2023	\$1,700.59	SUPPLIES	3163	BANK OF AMERICA
4556	07/20/2023	\$64.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4557	07/20/2023	\$326.51	SUPPLIES	3163	BANK OF AMERICA
4558	07/20/2023	\$213.21	TRAINING	3163	BANK OF AMERICA
4559	07/20/2023	\$186.42	FUEL	3163	BANK OF AMERICA
4560	07/20/2023	\$671.44	SUPPLIES	3163	BANK OF AMERICA
4561	07/20/2023	\$634.66	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4562	07/20/2023	\$165.79	SUPPLIES	3163	BANK OF AMERICA
4563	07/20/2023	\$3,323.78	TRAINING	3163	BANK OF AMERICA
4564	07/20/2023	\$242.34	SUPPLIES	3163	BANK OF AMERICA
4565	07/20/2023	\$383.12	SUPPLIES	3163	BANK OF AMERICA
4566	07/20/2023	\$737.34	SUPPLIES	3163	BANK OF AMERICA
4567	07/20/2023	\$3,093.56	SUPPLIES	3163	BANK OF AMERICA
4568	07/20/2023	\$74.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4569	07/20/2023	\$386.54	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4570	07/20/2023	\$69.87	FUEL	3163	BANK OF AMERICA
4571	07/20/2023	\$2,513.36	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4572	07/20/2023	\$3,803.84	SUPPLIES	3163	BANK OF AMERICA
4573	07/20/2023	\$193.81	FUEL	3163	BANK OF AMERICA
4574	07/20/2023	\$4,273.66	SUPPLIES	3163	BANK OF AMERICA
4575	07/20/2023	\$300.00	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4576	07/20/2023	\$3,136.17	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4577	07/20/2023	\$1,454.17	SUPPLIES	3163	BANK OF AMERICA
4578	07/20/2023	\$1,808.02	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4579	07/20/2023	\$1,225.44	SUPPLIES	3163	BANK OF AMERICA
4580	07/20/2023	\$3,106.47	SUPPLIES	3163	BANK OF AMERICA
4581	07/20/2023	\$1,065.68	SUPPLIES	3163	BANK OF AMERICA
4582	07/20/2023	\$1,774.02	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4583	07/20/2023	\$3,000.18	SUPPLIES	3163	BANK OF AMERICA
4584	07/20/2023	\$1,174.77	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4585	07/20/2023	\$6,294.48	SUPPLIES	3163	BANK OF AMERICA
4586	07/20/2023	\$5,645.58	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
4587	07/20/2023	\$4,488.76	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4588	07/20/2023	\$3,887.73	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4589	07/20/2023	\$3,243.05	SUPPLIES	3163	BANK OF AMERICA
4590	07/20/2023	\$474.25	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4591	07/20/2023	\$2,005.96	SUPPLIES	3163	BANK OF AMERICA
4592	07/20/2023	\$227.24	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
4593	07/20/2023	\$2,130.25	SUPPLIES	3163	BANK OF AMERICA
4594	07/20/2023	\$1,741.23	TRAINING	3163	BANK OF AMERICA
4595	07/20/2023	\$1,889.29	SUPPLIES	3163	BANK OF AMERICA
4596	07/20/2023	\$1,772.20	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4597	07/20/2023	\$687.46	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4598	07/20/2023	\$2.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4599	07/20/2023	\$4,553.77	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4600	07/20/2023	\$996.55	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4601	07/20/2023	\$2,765.54	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4602	07/20/2023	\$450,969.16	RETIREMENT	17	CAL PERS
4603	07/20/2023	\$33,214.57	VEHICLE PURCHASES	1700	72 HOUR LLC
4604	07/20/2023	\$10,494.15	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
4605	07/20/2023	\$334.76	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4606	07/20/2023	\$778,231.45	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
4607	07/20/2023	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
4608	07/20/2023	\$28,232.66	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
4609	07/20/2023	\$64.85	SUPPLIES	3108	MARIO ESPINOSA
4610	07/20/2023	\$28,687.51	TRANSIT CHARGES FOR SERVICES	75950	FIESTA TAXI COOPERATIVE INC
4611	07/20/2023	\$40.00	CARPPOOL INCENTIVE	2572	MARLENE GIL
4612	07/20/2023	\$40.00	CARPPOOL INCENTIVE	3706	ALEX GILLMAN
4613	07/20/2023	\$816.05	CONTRACT SERVICES	180	GLORY GLOBAL SOLUTIONS INC



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4614	07/20/2023	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
4615	07/20/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
4616	07/20/2023	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
4617	07/20/2023	\$19,185.67	CONTRACT SERVICES	2793	IBE DIGITAL
4618	07/20/2023	\$300.00	TRAINING	31360	DAVID J KIM
4619	07/20/2023	\$4,800.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
4620	07/20/2023	\$4,395.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4621	07/20/2023	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
4622	07/20/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
4623	07/20/2023	\$43,599.60	CONTRACT SERVICES	42180	PCAM LLC
4624	07/20/2023	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
4625	07/20/2023	\$100.89	SUPPLIES	1120	BLUETRITON BRANDS INC
4626	07/20/2023	\$20.00	CARPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
4627	07/20/2023	\$8,313.78	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
4628	07/20/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
4629	07/20/2023	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
4630	07/20/2023	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
4631	07/20/2023	\$24,307.14	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
4632	07/20/2023	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
4633	07/20/2023	\$108.05	SUPPLIES	3066	V & V MANUFACTURING INC
4634	07/20/2023	\$855.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
4635	07/27/2023	\$416.31	TRAINING	3163	BANK OF AMERICA
4636	07/27/2023	\$369.72	FUEL	3163	BANK OF AMERICA
4637	07/27/2023	\$210.25	FUEL	3163	BANK OF AMERICA
4638	07/27/2023	\$259.10	FUEL	3163	BANK OF AMERICA
4639	07/27/2023	\$92.68	FUEL	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4640	07/27/2023	\$155.65	FUEL	3163	BANK OF AMERICA
4641	07/27/2023	\$110.83	FUEL	3163	BANK OF AMERICA
4642	07/27/2023	\$79.01	FUEL	3163	BANK OF AMERICA
4643	07/27/2023	\$821.50	FUEL	3163	BANK OF AMERICA
4644	07/27/2023	\$2,152.71	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4645	07/27/2023	\$136.00	SUPPLIES	3163	BANK OF AMERICA
4646	07/27/2023	\$658.89	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4647	07/27/2023	\$39.01	FUEL	3163	BANK OF AMERICA
4648	07/27/2023	\$423.29	SUPPLIES	3163	BANK OF AMERICA
4649	07/27/2023	\$340.98	SUPPLIES	3163	BANK OF AMERICA
4650	07/27/2023	\$185.51	SUPPLIES	3163	BANK OF AMERICA
4651	07/27/2023	\$1,847.54	SUPPLIES	3163	BANK OF AMERICA
4652	07/27/2023	\$155.81	FUEL	3163	BANK OF AMERICA
4653	07/27/2023	\$4,327.03	SUPPLIES	3163	BANK OF AMERICA
4654	07/27/2023	\$459.71	SUPPLIES	3163	BANK OF AMERICA
4655	07/27/2023	\$931.92	SUPPLIES	3163	BANK OF AMERICA
4656	07/27/2023	\$180.34	SUPPLIES	3163	BANK OF AMERICA
4657	07/27/2023	\$2,562.19	SUPPLIES	3163	BANK OF AMERICA
4658	07/27/2023	\$86.70	SUPPLIES	3163	BANK OF AMERICA
4659	07/27/2023	(\$44.60)	SUPPLIES	3163	BANK OF AMERICA
4660	07/27/2023	\$400.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
4661	07/27/2023	\$2,787.22	TRAINING	3163	BANK OF AMERICA
4662	07/27/2023	\$3,510.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
4663	07/27/2023	\$138,383.91	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
4664	07/27/2023	\$1,178.28	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
4665	07/27/2023	\$3,912.53	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4666	07/27/2023	\$4,241.04	SUPPLIES	62880	AMERICAN MARKER
4667	07/27/2023	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
4668	07/27/2023	\$83,389.70	CONTRACT SERVICES	3016	ANTARES GOLF LLC
4669	07/27/2023	\$7,372.05	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
4670	07/27/2023	\$1,239.12	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
4671	07/27/2023	\$3,000.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
4672	07/27/2023	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
4673	07/27/2023	\$1,308.40	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
4674	07/27/2023	\$196.11	SUPPLIES	3108	MARIO ESPINOSA
4675	07/27/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
4676	07/27/2023	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
4677	07/27/2023	\$6,828.75	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
4678	07/27/2023	\$31,690.23	CONTRACT SERVICES	2793	IBE DIGITAL
4679	07/27/2023	\$942.75	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
4680	07/27/2023	\$4,500.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
4681	07/27/2023	\$1,104.35	TRAINING	31360	DAVID J KIM
4682	07/27/2023	\$710.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
4683	07/27/2023	\$442.45	SUPPLIES	26670	LIFE-ASSIST INC
4684	07/27/2023	\$13,940.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
4685	07/27/2023	\$1,287.50	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
4686	07/27/2023	\$4,700.20	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
4687	07/27/2023	\$442.80	SUPPLIES	1120	BLUETRITON BRANDS INC
4688	07/27/2023	\$11,445.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
4689	07/27/2023	\$396.90	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
4690	07/27/2023	\$365.00	TRAINING	3163	BANK OF AMERICA
4691	07/27/2023	\$3,049.42	TRAVEL & MEETINGS	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1556
From Payment Date 7/17/23 - To Payment Date 07/27/23

WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4692	07/27/2023	\$571.87	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4693	07/27/2023	(\$80.12)	CONTRACT SERVICES	3163	BANK OF AMERICA
4694	07/27/2023	\$29.10	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4695	07/27/2023	\$6,720.33	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4696	07/27/2023	\$8,113.37	SUPPLIES	3163	BANK OF AMERICA
4697	07/27/2023	\$37.39	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4698	07/27/2023	\$1,018.40	SUPPLIES	3163	BANK OF AMERICA
4699	07/27/2023	\$545.96	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4700	07/27/2023	\$3,767.91	TRAVEL & MEETINGS	3163	BANK OF AMERICA
ACH TOTAL		\$1,952,620.42			
600582	07/20/2023	\$181.25	TRAVEL & MEETINGS	3630	USIEL SERVIN
600583	07/20/2023	\$444.05	CONTRACT SERVICES	3577	ACTION DOOR REPAIR CORPORATION
600584	07/20/2023	\$9,070.09	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
600585	07/20/2023	\$250.00	GENERAL GOVERNMENT	4172	MIGUEL ARREOLA
600586	07/20/2023	\$266.92	UTILITY SERVICES	39550	AT&T
600587	07/20/2023	\$4,591.02	UTILITY SERVICES	39550	AT&T
600588	07/20/2023	\$37.75	UTILITY SERVICES	39550	AT&T
600589	07/20/2023	\$1,750.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
600590	07/20/2023	\$11,446.25	CONTRACT SERVICES	3724	BELFOR USA GROUP INC
600591	07/20/2023	\$125.00	TRAINING	3728	BLUE TO GOLD LLC
600592	07/20/2023	\$359.00	TRAINING	1285	LIFELINE TRAINING
600593	07/20/2023	\$6,100.00	ADVERTISING/PRINTING SERVICES	55	CALIFORNIA CONTRACT CITIES ASSOC
600594	07/20/2023	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
600595	07/20/2023	\$832.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
600596	07/20/2023	\$136.00	PARKS AND RECREATION	4168	GABRIELA CARTER



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WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600597	07/20/2023	\$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600598	07/20/2023	\$125.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
600599	07/20/2023	\$1,375.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
600600	07/20/2023	\$50.00	PARKS AND RECREATION	4166	EDWARD DE HOYOS
600601	07/20/2023	\$5,798.78	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
600602	07/20/2023	\$21,230.59	CONTRACT SERVICES	2101	ESO SOLUTIONS INC
600603	07/20/2023	\$600.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
600604	07/20/2023	\$3,039.20	SUPPLIES	4175	FESTIVAL FUN PARKS
600605	07/20/2023	\$329,486.07	CONTRACT SERVICES	13750	CITY OF GLENDALE
600606	07/20/2023	\$7.04	MAIL/ POSTAL EXPENSE	3167	GLS US
600607	07/20/2023	\$10,472.07	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
600608	07/20/2023	\$1,439.86	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
600609	07/20/2023	\$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
600610	07/20/2023	\$250.06	SUPPLIES	4078	AMANDA JARAMILLO
600611	07/20/2023	\$4,932.38	CONTRACT SERVICES	73310	KRONOS INCORPORATED
600612	07/20/2023	\$40.00	CARPPOOL INCENTIVE	3893	MICHAEL FRANCO LOPEZ
600613	07/20/2023	\$1,265.49	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
600614	07/20/2023	\$1,612.93	COPIER REPAIR/SERVICES	28440	LOS ANGELES COUNTY TAX COLLECTOR
600615	07/20/2023	\$68.00	PARKS AND RECREATION	4167	JAMIE MADARIAGA
600616	07/20/2023	\$250.00	GENERAL GOVERNMENT	4171	JUDITH MARTINEZ
600617	07/20/2023	\$1,356.09	SUPPLIES	4121	MILSPEC INDUSTRIES
600618	07/20/2023	\$350,000.00	SETTLEMENTS	72730	RAFFI MINASIAN
600619	07/20/2023	\$1,927.69	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
600620	07/20/2023	\$70.00	PARKS AND RECREATION	4169	GUADALUPE MORA
600621	07/20/2023	\$68.00	PARKS AND RECREATION	4170	SAMARIA MORALES
600622	07/20/2023	\$257.86	SUPPLIES	15620	OFFICE DEPOT INC



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WARRA	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600623	07/20/2023	\$175.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
600624	07/20/2023	\$21.37	UTILITY SERVICES	36610	CITY OF PICO RIVERA
600625	07/20/2023	\$948.00	TRAINING	1074	POLICE RECORDS & INFORMATION MANAGEMENT GROUP
600626	07/20/2023	\$6,807.94	CONTRACT SERVICES	3279	PROCURE AMERICA INC
600627	07/20/2023	\$782.43	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
600628	07/20/2023	\$440.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
600629	07/20/2023	\$175.76	SUPPLIES	503	QUADIENT INC
600630	07/20/2023	\$2,713.70	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
600631	07/20/2023	\$228.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
600632	07/20/2023	\$914.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
600633	07/20/2023	\$17,415.86	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600634	07/20/2023	\$3,533.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
600635	07/20/2023	\$220.00	DUES & SUBSCRIPTIONS	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
600636	07/20/2023	\$180,496.10	FUEL	45630	SOUTHERN CALIFORNIA EDISON
600637	07/20/2023	\$7,627.39	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
600638	07/20/2023	\$19,956.37	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
600639	07/20/2023	\$6,843.00	CONTRACT SERVICES	3085	STREAMLINE AUTOMATION SYSTEMS LLC
600640	07/20/2023	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
600641	07/20/2023	\$1,850.00	CONTRACT SERVICES	3462	THE WALKING MAN INC
600642	07/20/2023	\$2,783.57	UTILITY SERVICES	72570	US TELEPACIFIC CORP
600643	07/20/2023	\$800.00	CONTRACT SERVICES	3680	TRAINING INNOVATIONS INC
600644	07/20/2023	\$35,570.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
600645	07/20/2023	\$76,176.00	CONTRACT SERVICES	4149	TRUETURF LLC
600646	07/20/2023	\$250.00	GENERAL GOVERNMENT	2054	ESTHER TRUJILLO
600647	07/20/2023	\$7,141.40	CONTRACT SERVICES	20070	UC REGENTS
600648	07/20/2023	\$1,924.14	SUPPLIES	45120	ULINE INC



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600649	07/20/2023	\$5,458.17	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
600650	07/20/2023	\$859.62	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
600651	07/20/2023	\$2,237.20	CONTRACT SERVICES	3662	YOUTH EVOLUTION ACTIVITIES
600652	07/27/2023	\$331.00	GENERAL GOVERNMENT	4165	JESSIE AGUILAR
600653	07/27/2023	\$2,900.75	SUPPLIES	1870	ALEX & E PARTY RENTALS
600654	07/27/2023	\$546.86	CONTRACT SERVICES	1429	JEFF ANAYA
600655	07/27/2023	\$700.00	CONTRACT SERVICES	2486	MADISON ARAIZA
600656	07/27/2023	\$2,243.00	UTILITY SERVICES	38380	AT&T
600657	07/27/2023	\$5,635.73	UTILITY SERVICES	39550	AT&T
600658	07/27/2023	\$55.20	UTILITY SERVICES	39550	AT&T
600659	07/27/2023	\$9,428.45	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
600660	07/27/2023	\$250.00	GENERAL GOVERNMENT	4178	OSCAR O. CABRERA
600661	07/27/2023	\$125.00	CONTRACT SERVICES	3561	CALI TRANSLATIONS LLC
600662	07/27/2023	\$45,800.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
600663	07/27/2023	\$120.36	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600664	07/27/2023	\$0.00	VOID	4177	VICTOR CEBALLOS
600665	07/27/2023	\$0.00	VOID	1925	CENTRAL SANITARY SUPPLY, LLC
600666	07/27/2023	\$103.83	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600667	07/27/2023	\$2,250.47	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
600668	07/27/2023	\$9,954.72	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
600669	07/27/2023	\$630.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
600670	07/27/2023	\$600.00	CONTRACT SERVICES	2504	ALBERT COBOS
600671	07/27/2023	\$320.00	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
600672	07/27/2023	\$38,200.00	MACHINERY & EQUIPMENTS	69970	COMMLINE INC
600673	07/27/2023	\$540.00	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
600674	07/27/2023	\$6,418.69	SUPPLIES	2937	GUY M CROTHERS



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600675	07/27/2023	\$525.00	CONTRACT SERVICES	3736	JACQUELYN ROSE DIAZ
600676	07/27/2023	\$875.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
600677	07/27/2023	\$200.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
600678	07/27/2023	\$250.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
600679	07/27/2023	\$500.00	CONTRACT SERVICES	4139	JULIO A DOMINGUEZ FLORES
600680	07/27/2023	\$20,478.88	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600681	07/27/2023	\$216.00	UNIFORM EXPENSE	55650	GALLS LLC
600682	07/27/2023	\$700.00	CONTRACT SERVICES	3873	CARYN GARCIA
600683	07/27/2023	\$25,410.00	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
600684	07/27/2023	\$5,065.78	SALES TAX LIABILITY	2059	HASA, INC.
600685	07/27/2023	\$12,478.32	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
600686	07/27/2023	\$17,050.79	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
600687	07/27/2023	\$448.80	SUPPLIES	4078	AMANDA JARAMILLO
600688	07/27/2023	\$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
600689	07/27/2023	\$17,500.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
600690	07/27/2023	\$100.00	TRAVEL & MEETINGS	3122	ADRIANNA KENDRICKS
600691	07/27/2023	\$8,180.00	CONTRACT SERVICES	4093	LAS CAFETERAS LLC
600692	07/27/2023	\$1,349.25	DUES & SUBSCRIPTIONS	26920	LEAGUE OF CALIFORNIA CITIES
600693	07/27/2023	\$36,261.48	MACHINERY & EQUIPMENTS	4084	LIGHTBOX PARENT, L.P.
600694	07/27/2023	\$4,952.68	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
600695	07/27/2023	\$633.69	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
600696	07/27/2023	\$2,000.00	CONTRACT SERVICES	4182	ALYSON MONTEZ
600697	07/27/2023	\$50.00	PARKS AND RECREATION	4176	ARLENE MORENO
600698	07/27/2023	\$2,068.76	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS INC
600699	07/27/2023	\$2,273.73	CONTRACT SERVICES	34750	MBN SERVICES INC
600700	07/27/2023	\$4,489.55	MACHINERY & EQUIPMENTS	2480	SOCAL AUTO & TRUCK PARTS INC



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600701	07/27/2023	\$277.50	SUPPLIES	3002	NUTRIEN AG SOLUTIONS INC
600702	07/27/2023	\$1,875.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
600703	07/27/2023	\$21,300.00	CONTRACT SERVICES	1843	PASSAGE ENTERTAINMENT
600704	07/27/2023	\$899.00	CONTRACT SERVICES	3055	CHARLES R ONEAL
600705	07/27/2023	\$3,057.65	MACHINERY & EQUIPMENTS	4145	QUESTYME USA, INC.
600706	07/27/2023	\$2,500.00	CONTRACT SERVICES	3444	BRYAN M RAMIREZ
600707	07/27/2023	\$500.00	CONTRACT SERVICES	3371	ERNANDO REZENDEZ
600708	07/27/2023	\$420.00	CONTRACT SERVICES	43	RELIABLE MONITORING SERVICES
600709	07/27/2023	\$50.00	PARKS AND RECREATION	3514	MARLA RODRIGUEZ
600710	07/27/2023	\$2,524.02	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600711	07/27/2023	\$407.36	SUPPLIES	3691	CYRUS SKIDMORE
600712	07/27/2023	\$1,521.98	CONTRACT SERVICES	2976	JEREMY P SOMMERS
600713	07/27/2023	\$1,575.00	CONTRACT SERVICES	3737	ALEXIS SOTELO
600714	07/27/2023	\$18,431.78	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
600715	07/27/2023	\$34,389.87	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
600716	07/27/2023	\$3,280.51	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
600717	07/27/2023	\$614.22	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
600718	07/27/2023	\$636.04	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
600719	07/27/2023	\$187.68	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
600720	07/27/2023	\$12,822.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
600721	07/27/2023	\$2,200.00	CONTRACT SERVICES	3779	THE ROLLING THRONE LLC
600722	07/27/2023	\$172.60	CONTRACT SERVICES	64140	TURNOUT MAINTENANCE COMPANY LLC
600723	07/27/2023	\$9,499.69	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
600724	07/27/2023	\$95.00	GENERAL GOVERNMENT	4180	EDELMIRA VENEGAS
600725	07/27/2023	\$1,738.22	UTILITY SERVICES	23610	VERIZON WIRELESS
600726	07/27/2023	\$1,267.88	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC



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600727	07/27/2023	\$3,000.00	CONTRACT SERVICES	65740	THE WISE GUYS BIG BAND
600728	07/27/2023	\$11,414.63	CONTRACT SERVICES	3731	YUNEX LLC
600729	07/27/2023	\$25.00	PARKS AND RECREATION	4177	VICTOR CEBALLOS
600730	07/27/2023	\$275.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
600731	07/27/2023	\$1,854.92	SUPPLIES	1925	CENTRAL SANITARY SUPPLY, LLC
	CHECK TOTAL	\$1,589,861.18			
	GRAND TOTAL	\$3,542,481.60			



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 - August

AUGUST 23RD

Item #	Description	Session	Department	Presenter
	Montebello-Ashiya Sister City Association	Presentation	Council Request	MPT Peralta (Emma Delgado)
	Art in Public Places	Public Hearing	Planning	Joseph Palombi
	CAPER	Public Hearing	Planning	Joseph Palombi
	Award of Contracts -Various	Consent	Public Works	James Enriquez
	Award of Clubhouse - Golfcourse	Consent	Public Works	James Enriquez
	Community HUB (Whittier Blvd)	Consent	Planning	Joseph Palombi
	Sewer System Management Plan	Consent	Public Works	James Enriquez
	E.V. Charges	Consent	Recreation	David Sosnoski
	Award to Prepare Local Hazardous Mitigation Plan	Consent	Fire	Chief Pelaez/Angelica
	Purchase and Loan of Squad	Consent	Fire and Finance	Chief Pelaez/Michael Solorza
	Additional Firefighters	Consent	Fire and Finance	Chief Pelaez/Michael Solorza
	PD Facility Remediation	Consent	Police and Public Works	Chief Espinosa/James Enriquez
	Minutes	Consent	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza