



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, SEPTEMBER 13, 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
Acting Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
Rita Montalvo
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 LABOR NEGOTIATOR**
Government Code Section 54957.6
Agency Negotiators: Arlene Salazar, Acting City Manager; Nicholas Razo, Director of Human Resources
Employee Organization: SMART-TD
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one matter related to a claim presented by Infrastructure Engineers
3. **PUBLIC EMPLOYEE APPOINTMENT**
Government Code Section 54957
Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

4. **CITIZEN OF THE MONTH - SANDRA SAGE**
5. **NATIONAL HISPANIC HERITAGE MONTH**
6. **NATIONAL PREPAREDNESS MONTH**
7. **SUICIDE PREVENTION WEEK**

8. RECOGNITION OF NEWLY HIRED FIRE PARADEMICS**9. CHECK PRESENTATION TO THE MONTEBELLO CHAMBER OF COMMERCE****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**PUBLIC HEARING****10. ADOPT RESOLUTION NO. 23-63 APPROVING THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Fiscal Year 2022-23 draft Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager, or their designee to submit the report to HUD; and
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS**11. OBJECTIVE DEVELOPMENT STANDARDS**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this report and presentation from AECOM (project consultant) regarding the implementation of the Southern California Association of Governments (SCAG) Objective Development Standards (ODS) project and provide feedback to City staff related to implementing the standards into the Montebello Municipal Code (MMC); and
2. Take such additional, related, action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a 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.

12. SECOND READING OF ORDINANCE NO. 2465 APPROVING A ZONE CODE AMENDMENT ("ZCA") MODIFYING THE MONTEBELLO MUNICIPAL CODE ("MMC") TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM, MODIFICATION TO MMC SECTION 17.62.050 TO REMOVE "MURALS" FROM THE LIST OF PROHIBITED SIGNS, AND ADOPTION OF A CEQA EXEMPTION UNDER § 15061(B)(3)

RECOMMENDATION: It is recommended that the City Council:

1. Hold second reading to Approve the Zone Code Amendment (ZCA) No. PC-2021-0005-ZCA to establish an Art in Public Places Program; and
2. Waive second reading and adopt Ordinance No. 2465 establishing an Art in Public Places Program; and amending Section 17.62.050 of the Montebello Municipal Code ("MMC") to remove "murals" from the list of prohibited signs; and
3. Find and determine the ZCA and Art in Public Places Program to be statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines 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; and
4. Take such additional, related, action that may be desirable.

13. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4129 WITH SCS ENGINEERS FOR ENVIRONMENTAL ENGINEERING SERVICES FOR TECHNICAL REVIEW AND ANALYSIS OF THE BROWNFIELD OVERLAY DISTRICT/CHAPIN ROAD LANDFILL AREA

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4129 with SCS Engineers for Environmental Engineering Services for Technical Review and Analysis of the Brownfield Overlay District/Chapin Road Landfill Area;
2. Authorize the Acting City Manager to execute Professional Services Agreement No. 4129 with SCS Engineers for an amount not-to-exceed \$125,000; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$125,000 in Account No.100-50-500-6040.80 (General Fund, Community Development, Administration, Engineering Services); and
4. Take such additional, related, actions that may be desirable.

14. APPROVE AGREEMENT NO. 4126 WITH WAXIE ENTERPRISES, INC. FOR CITYWIDE JANITORIAL SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Service Agreement to Waxie's Enterprises, Inc., dba WAXIE Sanitary Supply in an amount not-to-exceed \$300,000 over three (3) years with the option to extend up to two (2) additional years; and
2. Authorize the Acting City Manager to execute the Professional Service Agreement, on behalf of the City; and
3. Take such additional, related action that may be desirable.

15. 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.

16. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4163 WITH JACOB GREEN & ASSOCIATES (RFP 23-10) TO PREPARE A LOCAL HAZARD MITIGATION PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4163 with Jacob Green & Associates to prepare a Local Hazard Mitigation Plan (LHMP); and
2. Authorize the Acting City Manager to execute an Agreement on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$85,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Fire Administration, Other Professional Services); and
4. Take such additional, related, action that may be desirable.

17. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) 24 – 5 FOR PUBLIC SAFETY VIDEO CAMERA SYSTEM UPGRADES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-5 (RFP) for Public Safety Video Camera Systems Upgrades; and
2. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 23-64 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2023-2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-64 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act (TDA) through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-67 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 13, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-67 approving the Warrant Register dated September 13, 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.

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

1. Request for council consensus directing staff to establish a communications policy on the use of artificial intelligence platforms like ChatGPT for communications.
2. Request for council consensus to declare October 1 National Latino/Latina Physician Day.
3. Request for council consensus directing staff to research and suggest alternatives to glyphosate for the maintenance of city properties.
4. Request for council consensus directing staff to study and create a plan to update business license fees.
5. Statements on Beverly Hospital acquisition by Adventist Health/White Memorial.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 27, 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, September 10, 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 # 10

**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: **ADOPT RESOLUTION NO. 23-63 APPROVING THE FISCAL YEAR 2022-23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-63 approving the Fiscal Year 2022-23 draft Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager, or their designee to submit the report to HUD; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The submission of the CAPER is a condition imposed by the United States Department of Housing and Urban Development ("HUD") that allows the City of Montebello to continue to receive federal funds. There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

HUD provides annual funding to the City for Housing and Community Development Programs, specifically Community Development Block Grant ("CDBG") and Home Investment Partnerships ("HOME") Program funds. The City is required to submit the Fiscal Year 2022-23 Consolidated Annual Performance and Evaluation Report ("CAPER") to HUD to provide a summary of activities for the period beginning July 1, 2022 through June 30, 2023. The Fiscal Year 2022-23 CAPER (please see Attachment B) describes the use of funds to further meet the needs of low- and moderate-income persons and households that were described in the Five-Year 2020-25 Consolidated Plan

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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and further identified in the Fiscal Year 2022-23 Action Plan. It is important to note that the CAPER is due to HUD on or before September 28, 2023.

As required by HUD, the draft CAPER was publicly noticed and made available for public review and comment on the City's website beginning August 3, 2023, through August 23, 2023. At the meeting of August 23, 2023, the Mayor requested to move the item to a subsequent meeting. Therefore, the draft CAPER was publicly noticed a second time from August 29, 2023 to September 13, 2023.

The draft CAPER was made available at the following link: <https://www.montebelloca.gov>. It is also available for public review at City Hall in the Planning and Community Development Department, located at:

1600 W. Beverly Blvd.
Montebello, CA 90640

ENVIRONMENTAL:

There is no potential for any environmental impacts associated with this action.

ANALYSIS:

CDBG: All activities funded by the City through the CDBG Program must meet one (1) of the following three (3) national objectives:

1. Benefit low-and-moderate-income persons as defined by federal statutes;
2. Prevent or eliminate slums or blight; or
3. Address a community development urgent need posing a severe and immediate threat to the health or welfare of the community.

The federal statutes for the various grant programs covered by the CAPER include several basic goals. These goals relate to HUD's major commitments and priorities, as established by the United States Congress, covering the following three (3) major areas:

1. Provide decent housing by assisting the homeless in obtaining appropriate housing; preserve the affordable housing stock; increase the availability of permanent housing that is affordable for low-income households without discrimination, and increase the supply of supportive housing for those with special needs;
2. Provide suitable living environment by improving the safety and livability of neighborhoods; reduce the income groups within an area through decentralization of housing opportunities and revitalization of deteriorating neighborhoods; restore and preserve properties of special architectural, historical, or aesthetic value, and conserve energy resources; and
3. Expand economic opportunities by creating jobs accessible to low-income persons; provide access for low-income households to mortgage financing and credit for development activities that promote long-term community viability and

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empower low-income persons to achieve self-sufficiency to reduce poverty in federally assisted and public housing.

The CAPER for Fiscal Year 2022-23 reports the accomplishments of the CDBG-funded programs within the City. The following is intended to provide a summarized list of accomplishments for the period beginning July 1, 2022, through June 30, 2023:

- **140** tenant/landlord issues were resolved via the Fair Housing program
- **184** persons were assisted via public services through the youth employment program, YMCA services and Heart of Compassion food distribution services
- Reconciled **Program Income** for CDBG and HOME

As of the writing of this report, the City has not received any public comments regarding the CAPER for Fiscal Year 2022-23.

SUMMARY:

It is recommended that the City Council conduct a public hearing to allow members of the public to provide comment on the Fiscal Year 2022-23 CAPER; and subsequently adopt Resolution No. 23-63 authorizing the City Manager, or his or her designee, to submit to HUD the City's Fiscal Year 2022-23 CAPER.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 23-63 - CAPER 2022-2023
2. ATTACHMENT B - 2022-2023 Montebello CAPER (DRAFT)
3. ATTACHMENT C - Proof of Publication for 2022-2023 CAPER

NEXT STEPS:

N/A

RESOLUTION NO. 23-63

A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MONTEBELLO, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS OR HER DESIGNEE, TO SUBMIT TO HUD THE CITY'S FISCAL YEAR (FY) 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

RECITALS

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant ("CDBG") and HOME Investment Partnership (HOME) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, HUD requires that the entitlement jurisdictions, including the City, complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report ("CAPER"); and

WHEREAS, City staff published a notice announcing the availability of the CAPER in the Montebello News on August 3, 2023, triggering a 20-day public comment period of the report; and

WHEREAS, On August 23, 2023, the City Council held a duly notice public hearing to consider the program year 2022-2023 CAPER.

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

SECTION 1: The City Council hereby declares that the above recitals are true and correct and incorporated herein by reference.

SECTION 2: The City Council hereby authorizes the City Manager, or his or her designee, to submit the City's FY 2022-2023 CAPER to HUD.

SECTION 3: The City Council hereby allows staff to make minor technical and clerical modification, and/or necessary corrections to the CAPER as required by HUD.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

APPROVED, AND ADOPTED this 23rd day of August 2023.

David Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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. 23-63 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 23rd 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

CITY OF MONTEBELLO



CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) DRAFT

July 1, 2022 – June 30, 2023

Planning and Community Development Department
Housing Division
1600 West Beverly Blvd.
Montebello, CA 90640

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During the course of each year, the City of Montebello (City) receives Community Development Block Grant Program (CDBG) Entitlement funds and HOME Investment Partnerships (HOME) entitlement funds from the United States Department of Housing and Urban Development (HUD). In the fiscal year 2022-2023, the City received \$670,421 in CDBG Entitlement funds and \$341,617 in HOME Entitlement Funds.

It should be noted that the City continued to participate in the Coronavirus Aid, Relief, and Economic Security (CARES) Act during this fiscal year, which was enacted into law on March 27, 2020. The CDBG-CV funds were allocated in the FY 2020-2021 Annual Action Plan. The FY 2020-2021 Annual Action Plan has been modified by two Substantial Amendments that have been made to the initial activities and allocated amounts intended to be undertaken with the CDBG-CV funds.

In this CAPER, we review the City's specific accomplishments with the CDBG Entitlement funds over the last program year (July 1, 2022 through June 30, 2023), and we examine the City's achievements with the CDBG-CV funds over the past fiscal years (FY 2020-2021, FY 2021-2022, and FY 2022-2023). The report summarizes the progress that has been made by the City in implementing the goals and objectives outlined in the five-year Consolidated Plan for the years 2020-2025.

There are specific objectives, outcomes, and metrics that have been developed by the City of Montebello under each category of priority needs listed in the 2020-2025 Consolidated Plan in regards to each goal category. The goal descriptions are as follows:

- **Administration:** Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO.
- **Fair Housing:** The City will continue to collaborate with entities that provide assistance for families and individuals seeking counseling and or legal solutions to fair housing, and discrimination problems.
- **Housing:** Provide funding for the development of new affordable housing for low- and moderate-income families. Fund housing solutions that may include programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice. Provide funding for programs for owner-occupied housing rehabilitation including activities related to home

improvements, energy efficiency, structural improvements, and/or other home sustainability projects.

- **Economic Development:** Provide funding for projects such as: Commercial Façade Program for economic development. The city will provide economic development opportunities to improve the physical condition of the existing commercial buildings located in the Target Areas. This will help the city to restore economic vitality.
- **Public Service:** Provide needed public services that assist individuals and families in the following ways: services for children, youth, senior and special needs services, nutrition, and preventative health services, supplemental food/clothing assistance and other vital social services.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Create sustainable neighborhoods	Non-Housing Community Development	CDBG: \$85,299	Facade treatment/business building rehabilitation	Business	0	1	0%	4	1	25.00%
Expanding Economic Opportunities	Non-Housing Development	CDBG: \$480,467	Section 108 Loan	Other	0	0	0%	\$480,467	\$480,467	100.00%
Expand fair housing choice and access	Public services	CDBG: \$20,000	Other (HRC)	Persons Assisted	500	0	0.00%	140	140	100%

Increase earning capacity for LMI families	Non-Housing Economic Development	CDBG: \$40,000	Public service activities other than Low/Moderate Income Housing Benefit (YEP)	Persons Assisted	0	21	0.00%	18	21	103%
Provide Vital Public Service	Homeless Non-Housing Community Development	CDBG: \$55,000	Public Service (YMCA-HOC)	Other	48	0	0.00%	163	163	100%
Maintain decent and energy efficient housing stock	Affordable Housing Non-Homeless Special Needs	CDBG: \$0 HOME: \$906,682.52	Homeowner Housing Rehabilitated	Household Housing Unit	15	0	0.00%	10	0	0.00%
Planning and Administration	Program Administration	CDBG: \$145,191.55 HOME: \$100,742.50 CDBG-CV: \$ Carryover amount	Other	Other	1	0	0.00%	N/A	N/A	N/A

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

With a commitment to serving the needs of its residents, the City of Montebello has continued to provide housing and public service programs as part of its efforts to address those needs. According to the City's 2020-2025 Consolidated Plan, the City prioritizes preserving affordable housing, ensuring equal access to housing opportunities, providing public services to low-income residents, improving infrastructure and public facilities, rehabilitating commercial properties, and promoting economic development as its top priorities. There are a number of high needs

within the City that City Council has been tasked with assessing and making recommendations on, as part of their role, taking into account the available resources and the objectives outlined in the City's Consolidated Plan.

In the 2022-2023 Action Plan, the goals of the Five-Year Consolidated Plan were reflected based on the goals of the 2020-2025 Consolidated Plan, which represented incremental steps towards achieving these goals. As part of the 2020-2025 Consolidated Plan, this year is the third year of program year 2022-2023. There was continued implementation of CDBG and HOME funded programs that served the needs of Montebello's senior, youth, homeless, low- and moderate-income families, and other special needs populations, including those those with disabilities. Also with the assistance of CDBG funding, the City is working toward rehabilitating their public facilities, which is an important priority for the City in the near future.

Besides receiving CDBG funds, the City also received supplemental funding from the CDBG Coronavirus (CDBG-CV) program, which has been included in the City's Annual Action Plan for 2020-2021. The majority of funds provided through the CDBG program were used to benefit low- and moderate-income individuals and families. In order to achieve each of the three national objectives, all CDBG funds allocated to the City were used exclusively for one or more of them.

As part of the CDBG-Coronavirus (CDBG-CV) program, Montebello received a total of \$910,151 in supplemental CDBG-Coronavirus (CDBG-CV) funds for use in preparation for, preventing, and responding to the Coronavirus pandemic (COVID-19). An amendment was made to the City's 2020-2021 Annual Action Plan as part of its effort to utilize the CDBG-CV funds. By the end of 2023, all funds allocated to the CDBG-CV program should be fully utilised for activities related to the program that are currently in progress.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	72	0
Black or African American	3	0
Asian	39	0
American Indian or American Native	1	0
American Indian or American Native White	1	0
Native Hawaiian or Other Pacific Islander	0	0
Other: Multi-Racial	68	0
Total	184	0
Hispanic	103	0
Not Hispanic	81	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

According to the above breakdown of race and ethnicity, this breakdown is based on public service activities that took place during the fiscal year 2022-2023. As part of the breakdown, we include the following:

1. Youth Employment Program: provides subsidized employment and workforce development opportunities to youth. The program exceeded the goal of assisting 18 youth with employment. This program assisted a total of 21 youth with employment.
2. YMCA: provided food distribution services to 49 seniors
3. Heart of Compassion: provided food distribution services to 114 households to prevent food insecurity.

An additional service that provides fair housing services to residents to prevent discrimination, provides referrals, investigations, case management, and litigation, and resolve landlord tenant disputes is provided by the Housing Rights Center. Approximately 140 people were provided services through this program. This amount is in addition to the 184 persons listed on the chart above.

Regarding HOME funds, none were expended during the 2022-2023 fiscal year therefore, no beneficiaries are listed in the chart above.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	670,421	438,992
HOME	public - federal	341,617	0

Table 3 - Resources Made Available

Narrative

During the fiscal year 2022-2023, the City also allocated \$670,421 in CDBG funds to support the city's programs. There is one major expenditure under the CDBG Program that results in the City having to pay the highest amount of dollars in costs, and that is the repayment of the Loan under Section 108 of the CDBG Program. It is estimated that a total of \$438,991.85 has been spent from CDBG funds so far. The remaining funds have not been expended due to the time extension of one of the programs. Also most funds will be expended by July 30, 2023.

As part of the HOME program, the City received \$341,617 during the fiscal year 2023-2024. In this program year, no HOME funds have been expended by the City as of yet. A project is currently underway in which the City is helping to rehabilitate one home in the city.

It is also important to note that in Fiscal year 2020, the City was also awarded \$910,151 in CDBG-CV funding to assist in the preparation, prevention, and response to the COVID 19 pandemic. As part of the City's public service program, various organizations were funded, such as the Montebello Community Assistance Program (MCAP) which serves the City's homeless population by providing emergency motel vouchers, personal protective equipment, and hygiene kits as well as providing outreach to and engaging the homeless population. As part of the MCAP program, residents were also able to apply for rental assistance, and utility relief.

The CDBG-CV funds continued to be used through 2022-2023 fiscal year. The CDBG-CV funds are set to expire on March 2027. For the second amendment of the FY 20/21 Annual Action Plan, regarding the CDBG-CV funds for the MCAP Rental and Utility Assistance Program, it was identified that \$37,566 was the reallocation amount for this activity however, due to a drawdown discrepancy from an incorrect activity, it is confirmed that the final total amount allocated to this activity is in the amount of \$50,760.21. In order to ensure that the MCAP Homeless program amount remained the same in the amount of \$563,122, the difference was reallocated from the available CDBG-CV Administration activity. According to the City's Citizen's Participation Plan, this is not considered a substantial amendment.

During the FY 2020-2021 period, HUD approved a waiver related to HOME, allowing grantees to reduce their match contributions by as much as 25%. As a result, the City was able to receive a 100% match reduction for the FY for which it is reporting. Therefore, the City had a \$0 Match Liability for FY 2022.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	95	95	
Qualified Census Tracts	5	5	Local Target area

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most of the City's funds are not allocated on a geographical basis, choosing instead to support activities that will benefit all residents throughout the city. As a citywide housing and community development initiative, the City prioritizes the use of CDBG funds for housing, public services, and fair housing as well as public facilities on an annual basis. There are a number of activities targeted at special needs populations under the public services category that are provided on a citywide basis and/or in coordination with existing facilities or services. Low- and moderate-income persons are qualified to benefit from public improvements and public facilities.

The City identifies priority areas for public facilities and improvement projects, when funding them with CDBG funds. Identifying areas based on household income levels is based on data from the 2010 Census. The HUD standard for determining project eligibility is that at least 51 percent of low- to moderate-income residents must live in the area where public facility improvements are to be undertaken. A review of project eligibility is based on the type of activity and clientele served in accordance with the national objectives of the CDBG and HOME programs. The proposed project is evaluated either based on the 51 percent of low-moderate income households in the broader community or on the facilities and services located within the broader community.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Funds allocated to activities are usually leveraged through a combination of Federal and Non-Federal sources of funding, namely: General Funds; Gas Tax Funds; Metropolitan Transit Authority Funds; and Measure R Funds. As part of the city's efforts to address public infrastructure needs, the City also uses general funds, gas tax revenue, and water fund revenue to meet these needs.

As an additional source of funding, public service subrecipients used private and other funds to leverage the CDBG Program funds from the City to further their development.

HOME funds are provided to municipalities to meet the needs of affordable housing projects that meet the program's requirements and as a recipient of HOME funds, the City is required to provide non-federal financial contributions to such projects. The City's HOME entitlement amount must be supplemented by a minimum of 25% of the match contributions of the HOME funds expended from the City's HOME entitlement amount. In the case that the City has received a reduction in the match requirement, the amount will be less (less administration costs).

In FY 2022-2023, the poverty rate of the City was 11.4%, while the per capita income (PCI) was \$27,450. As a result, the City is qualified for a 50% HOME Match reduction because it met the PCI criterion.

In the FY 2022-2023 Annual Action Plan, the City did not use any publicly owned land or property to address any of the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
665,808	0	0	0	665,808

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	12	0
Number of Non-Homeless households to be provided affordable housing units	5	0
Number of Special-Needs households to be provided affordable housing units	18	0
Total	35	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	0
Number of households supported through Acquisition of Existing Units	1	0
Total	6	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The following activities were undertaken by the City to achieve its affordable housing goal:

Housing Choice Voucher Program - The City of Montebello participates in the Los Angeles County Housing Authority's Housing Choice Voucher Program. As a result, the City of Montebello is providing rental assistance to families of very low income, the disabled, and the elderly in order to assist them in accessing affordable, decent, safe, and sanitary housing.

As part of the HOME program, the City allocated funds for the rehabilitation of homes. In addition to providing a deferred loan for improvements for properties and to bring dwellings up to code, this

program is for income-qualified applicants. As part of the City's Home Rehabilitation Program, one project was initiated during program year 2022-2023, which is currently underway.

Through outreach and mediation between tenants and landlords, the Housing Rights Center proactively advances fair housing in order to prevent housing discrimination in the community. Our enforcement efforts aim to eliminate housing discrimination across the country. The project provided general housing and discrimination assistance to approximately 140 households in FY 2022/2023.

Discuss how these outcomes will impact future annual action plans.

The City will continue to support programs and activities that help low- and moderate-income residents with their housing needs. As well as using HOME and CDBG funds to enhance housing and supportive services, the City is going to continue to utilize these funds. As part of the City's 2022-2023 program, the following activities have been initiated and completed by the City:

Developers who are for-profit and nonprofit are primarily responsible for developing affordable housing in Montebello. In order to promote the development of affordable housing, the City will continue to work with developers and provide financial incentives through HOME funds, as well as sell City-owned parcels to them. It will also offer regulatory incentives, such as density bonuses and flexible development standards, to private developers as part of the City's effort to increase the supply of affordable housing.

As part of its efforts to ensure that housing opportunities are available to extremely low income families, the City is taking a number of measures to make sure that this income group has access to housing opportunities. For example, the city will maximize Section 8 vouchers for this group, provide regulatory incentives, and encourage the construction of second units to accommodate low-income families.

The City refers residents to the Los Angeles County Housing Authority as affordable housing needs are identified for additional support. City residents can also reach out to the City to be connected to the Section 8 program.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	79	0
Low-income	58	0
Moderate-income	47	0
Total	184	0

Table 13 – Number of Households Served

Narrative Information

This fiscal year, 324 people have been assisted by the City through its CDBG programs. The City is currently in progress with assisting one homeowner with rehabilitation of their home with HOME funds.

Through its Section 8 Housing Choice Voucher Program, the Los Angeles County Development Authority (LACDA) provides rental assistance to the low-income tenants of Los Angeles County in order to address the worst case of housing shortages. The voucher program provides housing assistance to eligible households living below 50 percent of the HUD Area Median Income in order to help them find decent, safe, and sanitary affordable housing that meets their needs. In order to qualify for this program, participants must pay 30% of the adjusted gross monthly income as rent each month. The Housing Authority will pay the landlord the balance of the monthly rent directly on their behalf.

A waiting list is also maintained by LACDA for the development of affordable housing under the City's Affordable Housing Program, which is a program administrated by the city. There are a number of affordable projects available to both extremely low-income households and very low-income households. In accordance with LACDA guidelines, priority must be given to those households that qualify for assistance in the following order:

1. The affected households are those that have been displaced from their homes as a result of the City's programs and projects;
2. Housing Choice Voucher holders who currently have a Section 8 Housing Choice Voucher in their possession;
3. Applicants whose names are on the Section 8 and Affordable Rental List maintained by the Authority;
4. A household in Montebello is one that resides and/or works there.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Montebello is part of Service Planning Area (SPA) 7 which includes (but is not limited to) the cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, East Los Angeles, Hawaiian Gardens, Huntington Park, La Habra Heights, La Mirada, Lakewood, Los Nietos, Maywood, Norwalk, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier. A Homeless Inventory Count (HIC) was conducted by the Los Angeles Homeless Authority (LAHSA) and City Staff in 2022. Additionally, A Point-in Time (PIT) Homeless Count was performed by City Staff and LAHSA. The PIT Homeless count identifies the amount of homeless persons in the City of Montebello. The HIC identifies the available beds that the City of Montebello can refer homeless individuals to if needed.

As a continued effort to reach out to homeless persons in the city, Montebello Community Assistance Program (MCAP) is a program that the City developed to assist the community in various ways. A special team, known as the MCAP, is integrated into the fire service delivery model (MCAP 56) to support fire personnel in providing services to those experiencing crisis and distress who do not require emergency services but are experiencing financial hardship. In the streets of Montebello and in riverbeds, often where the unhoused spend most of their time, the team performs outreach to unhoused individuals. People experiencing homelessness (PEH) are often involved in the outreach team's service delivery after several encounters in which they build a relationship with the staff. As a result, the PEH will usually sign up for MCAP's services as clients if they agree. Through ongoing engagements or intensive case management, the team provides detailed follow-up services to help ensure the success of the program. MCAP provides a broad range of field services, including transport to the DMV and the Social Security Office, for the purpose of obtaining personal identification documents necessary to apply for more intensive supportive services with the goal of being able to maintain their independence. MCAP routinely provides food banks, job placement services, substance abuse agencies, mental health, medical and social services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Montebello is committed to continuing to address the issue of homelessness as part of its CDBG program, and recognizes that homelessness is one of the most important problems facing our community right now. The City has supported several homeless service providers in the community for many years. They provide a variety of services that help prevent and treat homelessness, as well as provide supportive services, emergency shelter, and transitional housing for people experiencing homelessness.

Considerable efforts are being made by the City to help homeless clients, such as providing emergency shelter, food, counseling, and money for transportation, in conjunction with Hearts of Compassion and the Montebello Community Assistance Program (MCAP).

As part of MCAP's services, unhoused individuals are referred to local emergency shelters located in SPA 7 for the purpose of getting them into housing. MCAP will assess unhoused Montebello residents for Operation Stay Safe Tiny Homes, the Department of Human Services Interim Housing, and the Montebello Collaborative Housing Program. It is also known that temporary motel/hotel assistance is another resource that the team deploys to address the needs of homeless people in need of emergency shelter. As part of the program, residents who may be at risk of becoming homeless are served, such as those affected by house fires and traffic collisions that left their homes in unsafe conditions. When the MCAP program cannot provide emergency shelter directly, then the team refers individuals to another emergency shelter program within the county called Project Home Key, another program that can provide emergency shelter.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

To ensure the efficiency and effectiveness of the city's programs that benefit low-income individuals and families, the City will continue to coordinate the efforts of local and county social service agencies, including the Los Angeles County Department of Public Social Services, the United Way of Greater Los Angeles, the Housing Rights Center, as well as other nonprofit and public service organizations. Homelessness is addressed within the community through the Montebello Community Assistance Program (MCAP), a program that the City operates to address the needs of the homeless. Unhoused people who are not housed by MCAP are referred to our social services for assistance, and/or to our local housing authority, as well as to our housing rights center for assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Montebello has established its own homeless program (MCAP) to meet the needs of the homeless population within the city. Throughout MCAP's outreach program, they were able to provide motel vouchers, food, and showers as outreach services to homeless individuals in our community who were

in need of outreach services. Aside from coordinating with City agencies, the Los Angeles County Homeless Services Agency, Los Angeles County Housing Authority, and the Los Angeles County Community Development Commission are also working together to ensure that the homeless population in the county is served. Our goal at MCAP is to help clients obtain housing information throughout the entire housing process, from securing treatment and medication in the case of mental health issues, to obtaining documentation for housing, to helping clients find shelter. As one of the most important programs in the program, MCAP plays a key role in looking after the needs of individuals by providing housing referrals to external agencies, providing transportation to see potential housing units, transportation to move into the housing unit, and providing bus/train tickets for reunification with family members. The housing navigator is responsible for identifying housing subsidy programs that clients may qualify for in collaboration with PATH and other organizations. The MCAP program continues to be funded through CDBG-CV funds which expire in March 2027.

Through CDBG activities during the 2022-2023 fiscal year, the City of Montebello funded organizations such as Hearts of Compassion and the YMCA, who provide food distribution services to seniors and low-income families, as part of its CDBG program. A Youth Employment Program (YEP) was also funded with CDBG funds; subsidized employment programs like these help with youth development but can also help households offset costs while the youth is earning their own income.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

While the City supports the efforts of the Housing Authority in providing rental assistance to low-income households through the Section 8 program, it is important to note that it does not directly participate in either the ownership or management of public housing because it is not considered a public housing authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City has a strong commitment to supporting the efforts made by the Housing Authority to provide rental assistance to low-income households through the Section 8 program, but the City does not have direct involvement in the ownership or management of public housing because it is not a housing authority.

Actions taken to provide assistance to troubled PHAs

Montebello is not responsible for administering any public housing programs that are offered by the city. There is no indication that the local Housing Authority may be in trouble.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

There are a number of ways the City's Housing Element has identified that can help remove barriers to affordable housing in its city. As part of its continuing efforts, the City continues to:

- Maintain active communication with developers, residents, and nonprofit organizations that are involved in planning, constructing, and developing Montebello's housing projects to provide Montebello with the most robust planning and infrastructure.
- It is imperative to communicate to the general public the issue of affordable housing on a regular basis in a manner that facilitates acceptance and appreciation by the public.
- Researching and evaluating the feasibility of housing programs, taking into account the current housing market and the available funding, is essential.

In order to offer Section 8 Housing Choice Vouchers (HCVs) through the LA County Housing Authority, the City of Montebello partnered with the LA County Housing Authority. Montebello's Housing Choice Voucher Program is administered by the Los Angeles County Housing Authority. The purpose of the program is to provide rental assistance to low-income families, the disabled, and the elderly in order to help them access affordable, decent, and safe housing in the city of Montebello.

Montebello offers the following programs as part of its community services:

- Through the Housing Rehabilitation and Preservation Program (HRPP), Montebello homeowners who qualify for the program are provided with forgivable loans to help them renovate or repair their home. It is the City's intention to work with a homeowner in order to complete eligibility qualifications so that work on the project can get underway.
- Acquisition and New Construction of Affordable Housing - The City is setting aside a portion of funds to allow the development of affordable housing in the future.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As is the case with most municipalities, access to funding is one of the biggest obstacles involved in meeting all the community's needs. Throughout the years, community partnerships have been integral to the development of a sustainable community in the City, enabling any gaps in unmet needs of the community to be filled. CDBG funds were provided by the City during the fiscal year of 2022-2023 to address food insecurity for families and other services for those experiencing or at risk of being homeless, and subsidized employment opportunities for youth in need.

Throughout fiscal year 2022-2023, as part of the City's in-house homeless outreach program, known as MCAP, the City continued to implement its in-house homeless outreach program. All registered social service providers located in Montebello provide services to the residents of the City of Montebello through the City of Montebello maintaining communication with them on a regular basis. For the community of Montebello to be able to meet all their societal needs, the City is committed to leveraging and promoting its existing relationships with service providers and fostering new relationships to ensure that our existing relationships are leveraged and enhanced.

In order to promote all housing and community services and programs throughout the city, the City uses a variety of social media, including local newspapers, the City website, and community events.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Various educational tools are made available to the public by the City of Montebello, including the Completion of Annual Action Plans, and public announcements pertaining to lead-based paint hazards information. It has been mandated that all programs and projects funded through the CDBG and HOME programs must incorporate steps to reduce the hazards associated with lead-based paint. As part of the City's Home Rehabilitation Program, the City provides lead-based paint hazard testing for homes in need of rehabilitation.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Families living in poverty are served by a network of existing agencies within the City, which are able to provide social services. Residents can access a list of public services agencies and homeless resources provided by the City as well as links to social service agencies that are available for residents to use. The City also supports other agencies such as the government, private developers, and nonprofit organizations that are involved in developing affordable housing for low- and moderate-income residents, and creating economic opportunities for them. Additionally, since the CDBG funds are being used for funding purposes, the City also seeks to be intentional about the types of activities and subrecipients that it funds according to the Consolidated Plan goals, in order to best serve the needs of the City's residents and whose services can have a significant impact on the community in which it is located.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Montebello works closely with nonprofit organizations and other governmental entities to identify the critical needs of households in its efforts to eliminate institutional gaps and enhance coordination of programs. By holding public meetings and public hearings, the City will continue to seek feedback from the public and nonprofit agencies regarding how its CDBG funds are allocated.

A monitoring process has been established as part of the City's grant administration to ensure that subrecipients are meeting their clients' needs as well as complying with regulatory requirements.

Monitoring subrecipients on a regular basis is part of the City's monitoring program, and the City works with them to ensure documentation of financial and performance information is kept in the project files.

Fair housing activities are expected to continue to be funded by the City in order to promote, educate, and enforce fair housing practices in the community. As part of our efforts to maximize the effectiveness of our planned activities, the City will also continue to coordinate and make referrals to local government agencies and social service agencies for residents seeking affordable housing.

A number of nonprofit agencies and public service groups are collaborating with Montebello in order to deliver programs in this area using its federal entitlement and other resources. There are a number of agencies and groups that fall into this category, including:

- Housing Rights Center
- YMCA
- Heart of Compassion
- Montebello Community Assistance Program
- Mexican American Opportunity Foundation
- Youth Employment Program

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

This CAPER notes that the City participates in the Los Angeles Continuum of Care (LA CoC) as one of the ways it coordinates between public/private housing and social service agencies, which, as previously noted in this CAPER, provides various services to those at risk of homelessness or currently experiencing it. As with the LA CoC, the City maintains a contract with the East San Gabriel Valley Coalition for the Homeless, which provides services including shelters, motel vouchers, food security, and counseling to the homeless.

Another way that the City coordinates with housing and social service agencies is through its selection of CDBG public service recipients. As part of its efforts to connect residents with services that would otherwise have required them to navigate different systems, the City invites a range of service providers from different sectors, such as housing and social services, to provide them with access to their services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

An updated Analysis of Impediments to Fair Housing Choice was published by the City in August 2019. Each year, the City contracts with the Housing Rights Center with the use of CDBG funds to ensure that residents have access to fair housing information and assistance pursuant to the Fair Housing Act's requirement that Grantees Affirmatively Further Fair Housing. The Housing Rights Center assists the city in preventing and reducing housing discrimination.

There are several actions that can be taken to address these impediments, including the following:

1. Complaints of housing discrimination will continue to be handled by the Housing Rights Center.
2. There will be information on the City's website regarding fair housing, including how to contact the Housing Rights Center, provided by the Housing Rights Center.
3. A variety of educational and outreach materials will be made available to residents, local real estate agents, and onsite apartment managers in apartment communities.
4. The Housing Rights Center will include a periodic review of newspaper and online advertising. When discriminatory advertising is found, the Housing Rights Center will then contact the on-site manager of the apartment community placing the ad.
5. The Housing Rights Center will advocate that disabled people have a right to request a reasonable accommodation for a service or companion animal.

The Housing Rights Center conducted fair housing workshops, distributed publicity materials for events, provided educational materials, and completed surveys in order to determine the extent of unfair housing conditions in the city during the fiscal year 2022-2023. Tenants, homeowners, and landlords were the target audience for these efforts. The Housing Rights Center is contacted in the event that a complaint is received by the City.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Planning and Community Development Department (Housing Division), of the City of Montebello, is responsible for ensuring that the receipt and expenditure of HUD funds comply with program requirements by monitoring program performance in accordance with all CDBG and HOME Monitoring regulations.

CDBG and HOME funds received by the City are administered by the Finance Department and monitoring is carried out by the City's Planning and Community Development Department (Housing Division). The City relies on a number of governmental departments and agencies, and non-profit organizations to carry out the City's housing and community development programs. The functions associated with the Housing Division directly impact and facilitate the development of housing, infrastructure improvements, community facilities, and public service.

This year's budget includes a commitment to ensuring that City staff and program consultants continue to focus on revisiting program policies and procedures to ensure they are following local and federal laws and to discuss ways to improve monitoring and working with subrecipients so that compliance can be assured. As part of the project management process, City staff meets with all CDBG-funded project managers at the beginning of each program year to talk about the reporting requirements and the monitoring expectations for each project. A quarterly progress report is required from program providers, which are reviewed for compliance on a quarterly basis.

An annual review of site monitoring is usually conducted with program providers during the year using the following model:

- The subrecipient agencies are notified before the monitoring takes place with a formal monitoring notification letter.
- The purpose, scope, objectives, and goals of the program are being clarified through an entrance interview with key representatives.
- In addition to providing an opportunity to discuss compliance and reporting concerns, the exit conference will provide an opportunity for the program provider to provide an update on steps being taken to address areas of non-compliance or non-performance. The review concludes with the presentation of preliminary results of the monitoring.
- Monitoring documentation includes monitoring check sheets, supporting documentation, and a final report.
- A formal notification of the results of the monitoring review is sent to the program provider, which establishes a permanent written record along with an outline of any concerns or findings.

The notification also specifies a deadline for the subrecipient provider to respond in writing or to correct any issues identified.

- It is the monitor's responsibility to provide the technical assistance needed to ensure that the programs are productive and in compliance with federal regulations.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Montebello undertook all reporting and planning program requirements in compliance with CDBG and HOME program regulations and citizen participation requirements. Specifically, the City of Montebello:

- City staff attended and participated in City Council meetings and other pertinent meetings.
- City staff attended, when available, HUD workshops and trainings for staff development and capacity building

Public participation related to the year-end CAPER report has been encouraged in compliance with the citizen participation requirements of the City of Montebello Citizen Participation Plan. A notice was published in the Montebello News on August 3, 2023, announcing the availability of the CAPER for public review for a 20-day comment period from August 3, 2023 to August 23, 2023. The report was made available for review at the City of Montebello City Hall, specifically in the Planning and Community Development Department (Housing Division) and the City website at, <https://www.montebellocity.gov> . Comments received will be incorporated into the final document.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City did not have any changes to the program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

At the end of the program year, the City had one eligible project located at 2917 Via Campo in Montebelo, which was recertified in December 2022 in accordance with the program requirements and was found to still be eligible.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

HOME regulations require all HOME-funded projects with five or more assisted units to follow affirmative marketing guidelines. There is currently one rental property that the City monitors on a regular basis. Therefore, the affirmative marketing procedures and requirements are not applicable. It is important to note that the City's affirmative marketing plan outlines what would happen if it were to add more than five units. There is a specific marketing requirement that is triggered for each HOME project that the City undertakes, and a suitable marketing plan is developed in response.

The Affirmative Marketing Plan will include the following:

- List of methods to inform the public, owners and potential tenants about fair housing laws and City's marketing policy;
- Description of the efforts that will be made to conduct affirmative market housing units assisted with HOME funds. Owners and leasing agents will place advertisements to market HOME assisted units through local sources, public agencies and social service organizations;
- Description of outreach efforts to people not likely to apply for housing without special outreach. These efforts will include the distribution of marketing materials to organizations that likely have contact with these populations;
- Maintenance of records to document actions taken to affirmatively market HOME assisted units and to assess marketing effectiveness; and
- Description of actions that will be taken if requirements are not met.
- During site visits, overall performance related to fair housing and non-discrimination is monitored to ensure fair housing compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Montebello received \$74,880 in HOME Program Income during the reporting fiscal year.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

Not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0			
Total Section 3 Worker Hours	0	0			
Total Targeted Section 3 Worker Hours	0	0			

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0			
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0			
Direct, on-the job training (including apprenticeships).	0	0			
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0			
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0			
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0			
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0			
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0			
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0			
Held one or more job fairs.	0	0			
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0			
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0			
Assisted residents with finding child care.	0	0			
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0			
Assisted residents to apply for, or attend vocational/technical training.	0	0			
Assisted residents to obtain financial literacy training and/or coaching.	0	0			
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0			
Provided or connected residents with training on computer use or online technologies.	0	0			
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0			
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0			

Other.	0	0			
--------	---	---	--	--	--

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

During the fiscal year 2022-2023 the City did not have any activities that were eligible for funding under Section 3.



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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	670,421.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	74,880.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	745,301.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	102,903.97
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	102,903.97
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	75,310.29
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	432,260.43
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	610,474.69
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	134,826.31

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	102,903.97
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	102,903.97
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	71,288.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	71,288.00
32 ENTITLEMENT GRANT	670,421.00
33 PRIOR YEAR PROGRAM INCOME	132,130.95
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	802,551.95
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	8.88%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	75,310.29
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	75,310.29
42 ENTITLEMENT GRANT	670,421.00
43 CURRENT YEAR PROGRAM INCOME	74,880.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	745,301.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	10.10%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	5	486	6762521	MONTEBELLO SENIOR CENTER IMPROVEMENTS	03A	LMC	\$2,785.00
					03A	Matrix Code	\$2,785.00
2020	4	484	6750821	STREET IMPROVEMENTS	03K	LMA	\$28,830.97
					03K	Matrix Code	\$28,830.97
2022	3	502	6717032	CDBG: YOUTH EMPLOYMENT PROGRAM (YEP)	05H	LMC	\$15,141.51
2022	3	502	6741183	CDBG: YOUTH EMPLOYMENT PROGRAM (YEP)	05H	LMC	\$1,146.49
					05H	Matrix Code	\$16,288.00
2022	8	501	6717032	CDBG: YMCA FOOD DISTRIBUTION	05W	LMC	\$9,116.54
2022	8	501	6741183	CDBG: YMCA FOOD DISTRIBUTION	05W	LMC	\$9,429.30
2022	8	501	6779575	CDBG: YMCA FOOD DISTRIBUTION	05W	LMC	\$6,454.16
2022	9	498	6717032	CDBG: HEART OF COMPASSION (HOC) FOOD DISTRIBUTION	05W	LMC	\$7,500.00
2022	9	498	6741183	CDBG: HEART OF COMPASSION (HOC) FOOD DISTRIBUTION	05W	LMC	\$22,500.00
					05W	Matrix Code	\$55,000.00
Total							\$102,903.97

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2022	3	502	6717032	No	CDBG: YOUTH EMPLOYMENT PROGRAM (YEP)	B22MC060555	EN	05H	LMC	\$15,141.51
2022	3	502	6741183	No	CDBG: YOUTH EMPLOYMENT PROGRAM (YEP)	B22MC060555	EN	05H	LMC	\$1,146.49
								05H	Matrix Code	\$16,288.00
2022	8	501	6717032	No	CDBG: YMCA FOOD DISTRIBUTION	B21MC060555	PI	05W	LMC	\$6,743.12
2022	8	501	6717032	No	CDBG: YMCA FOOD DISTRIBUTION	B22MC060555	EN	05W	LMC	\$2,373.42
2022	8	501	6741183	No	CDBG: YMCA FOOD DISTRIBUTION	B22MC060555	EN	05W	LMC	\$9,429.30
2022	8	501	6779575	No	CDBG: YMCA FOOD DISTRIBUTION	B22MC060555	PI	05W	LMC	\$6,454.16
2022	9	498	6717032	No	CDBG: HEART OF COMPASSION (HOC) FOOD DISTRIBUTION	B21MC060555	PI	05W	LMC	\$7,500.00
2022	9	498	6741183	No	CDBG: HEART OF COMPASSION (HOC) FOOD DISTRIBUTION	B22MC060555	EN	05W	LMC	\$22,500.00
								05W	Matrix Code	\$55,000.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$71,288.00
Total										\$71,288.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	7	493	6688042	Planning and Administration CDBG	21A		\$2,703.75
2021	7	493	6712550	Planning and Administration CDBG	21A		\$1,141.96
2022	4	499	6717032	CDBG: PLANNING AND ADMINISTRATION	21A		\$23,830.25
2022	4	499	6741183	CDBG: PLANNING AND ADMINISTRATION	21A		\$22,163.85
2022	4	499	6762521	CDBG: PLANNING AND ADMINISTRATION	21A		\$18,475.23
2022	4	499	6779575	CDBG: PLANNING AND ADMINISTRATION	21A		\$125.00
					21A	Matrix Code	\$68,440.04
					21D		\$6,870.25
2022	1	500	6721693	CDBG: HOUSING RIGHTS CENTER (HRC)	21D	Matrix Code	\$6,870.25



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
Total							\$75,310.29

MONTEBELLO NEWS

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

ALEJANDRO RODARTE
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Notice of Public Hearing - CAPER

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

08/03/2023

Executed on: 08/03/2023
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

EWA#: 3725182

CITY OF MONTEBELLO NOTICE OF PUBLIC COMMENT PERIOD AND OF PUBLIC HEARING REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS CITY OF MONTEBELLO CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023
PROJECT DESCRIPTION: The City of Montebello is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership program (HOME) funds. These funds are awarded to the City by the United States Department of Housing and Urban Development (HUD). For the City to receive these funds, the City is required to prepare a Five-Year Consolidated Plan as well as an Annual Action Plan outlining the planned use of CDBG and HOME funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the CAPER. The 2022-2023 CAPER covers the period of July 1, 2022, through June 30, 2023, and provides a summary of activities undertaken within CDBG and HOME funds during the report period.

Public Review and Comment Period: The draft 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment for fifteen (15) days or more beginning on August 3, 2023, and ending on August 23, 2023. This document will be available for public review on the City of Montebello's website at <https://www.montebellocity.gov/cms/One.aspx?portalId=58756&pageId=79103>. During the comment period, comments and/or questions may be submitted to: Planning and Community Development Department
Attn: Rosemary Perich, Housing Manager
1600 W. Beverly Boulevard, Montebello, CA 90640
Office telephone: (323) 887-1200 Ext. 454
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

PUBLIC HEARING INFORMATION:
NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Montebello ("City") will conduct a public hearing to receive the draft 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER). The meeting / public hearing is scheduled to be held on:

Date: Wednesday, August 23, 2023
Time: 6:00 p.m. or as soon thereafter as the matter may be heard

Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640
It is noticed that from August 3, 2023, to August 23, 2023, the draft 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) may be reviewed at the following locations:

City of Montebello Website - Homepage
<https://www.cityofmontebello.com>

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 the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 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.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, August 23, 2023, by 3:00 p.m.** These comments will be

submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council.

Kimberly Guillen, Acting Senior Deputy City Clerk

Dated: July 27, 2023

Date posted: August 3, 2023

Date published: August 3, 2023

8/3/23

EWA-3725182#

MONTEBELLO NEWS



ITEM # 11

**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: OBJECTIVE DEVELOPMENT STANDARDS

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file this report and presentation from AECOM (project consultant) regarding the implementation of the Southern California Association of Governments (SCAG) Objective Development Standards (ODS) project and provide feedback to City staff related to implementing the standards into the Montebello Municipal Code (MMC); and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with this presentation.

BACKGROUND/DISCUSSION:

In October 2021, as part of the California Department of Housing and Community Development Department's Regional Early Action Planning ("REAP") Program, the City of Montebello ("City") was successful in its submittal to the Southern California Association of Governments ("SCAG") for an award that included support and technical assistance under the Objective Development Standards Bundle Program.

Subsequently, on March 2, 2022, the City, along with AECOM, a design and planning consulting firm, and SCAG, a Metropolitan Planning Organization (MPO) representing six counties and 191 cities in the southern California region, initiated the Objective Development Standards (ODS) project with a virtual project kick-off meeting.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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On June 29, 2022, AECOM held a virtual staff study session with representatives from the City's Planning and Community Development Department.

On September 15, 2022, AECOM led a community workshop at the Chet Holifield Community Center, the first of two public workshops held as a part of the ODS project to build an understanding of objective standards and to provide the public with an opportunity to give feedback on draft materials. The workshop was advertised on the City's website, citywide e-newsletter, and social media platforms. The workshop was attended by approximately 15 interested stakeholders. Attendees were provided with an overview of housing challenges in the City and SCAG region, California laws related to housing production, and information related to the City's existing regulations and processes. A descriptive summary for the workshop is included in this report as "Attachment B."

On November 1, 2022, AECOM provided the Planning Commission with a presentation regarding the ODS project and relevant State laws to collaborate on locally appropriate solutions to increase the capacity potential and accelerate housing production. The Planning Commission received and filed the information provided by Planning Staff and AECOM in association with the project.

On June 1, 2023, AECOM led the second and last public workshop, a public open house at the City of Montebello's Council Chambers. The workshop focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The public open house was advertised on the City's website, citywide e-newsletter, and social media platforms. A summary for the workshop is included in this report as Attachment "C".

Prior to providing the final reports and deliverables, presentations to both the Planning Commission and City Council are intended to provide an update to the decision making bodies where City staff will seek direction on whether to bring back an ordinance for future adoption of the recommended Objective Development Standards.

On August 15, 2023, the Planning Commission received an update related to the Objective Development Standards and they were generally supportive of the proposed standards.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City of Montebello ("City") joins a group of cities including Santa Fe Springs, South Pasadena, and Santa Monica in participating in the SCAG Objective Development Standards project. The preparation of objective development and design standards is incorporated in the City of Montebello's certified 2021-2029 Housing Element as a desired policy outcome of the city.

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The project is funded by SCAG through the Sustainable Communities Program (SCP). The Program provides an opportunity to document, assess, and modernize the existing multifamily objective development standards as well as the permitting process and provides an opportunity to recommend new standards for mixed use development in Montebello. The project consultant, AECOM, has been assisting City staff with technical review of the City's existing development review process and is producing a report that recommends updates to streamline the housing approval process through the inclusion of objective development standards. The review shall analyze the City's existing policy documents, design guidelines, development standards and regulations, and permit procedures. Additionally, AECOM is tasked with developing an online cost estimator spreadsheet tool for public use that calculates the estimated cost of permit application fees (planning/building related fees) and applicable development impact fees.

The goal would be to deliver objective development standards for the following citywide zoning designations:

- R-3 (Multiple-Family Residential Zone),
- Housing Opportunity Overlay Zone (High Density Residential),
- R-2 (Medium Density Residential Zone), and
- Mixed Use Blvd/Corridor Zone

The following are considered to be key project considerations:

- Objective development standards create easy to understand development and design regulations through measurable requirements and simple tables and diagrams.
- Objective development standards require no personal or subjective judgment to determine if the standards have been met, therefore, streamline review for housing projects.
- Efforts will be informed by City staff, community members, key stakeholders, and decision makers.
- Technical and outreach materials will be translated into a second language to increase community members' access and encourage participation in the process.
- The development of templates that can be used by the city is crucial to implementing objective development standards.

Objective standards involve no personal or subjective judgment by a public official and are verifiable by reference to criteria available and known to both an applicant and City staff. Objective development standards relate to the general massing and placement of a structure while objective design standards relate to the design of a structure and preserving and enhancing the desired character of existing neighborhoods by improving the aesthetic and functional quality of new developments. The table below illustrates the difference between "Development" and "Design" and how they can be applied.

What are Objective Standards?

Development	Design
Standards that inform the general massing of a structure: • structure height • lot area • setbacks • lot coverage • floor area ratio	More detailed standards that influence the design of a structure or open space: • articulation/modulation • roof line variation • transparency/fenestration • lighting • parking screening • plaza or open space design • landscape, hardscape, and amenities

SCAG REAP: ODS Bundle (LA County) Planning Commission Study Session | 8



AECOM

The project is currently in the final stages as reflected within the SCAG ODS Project Schedule (Attachment "D"). As a part of task 4 (presentations to the deliberate bodies), AECOM will present a project overview to the City Council to share the project schedule and completion timeline, public outreach conducted and the recommended objective development standards. The Objective Development Standards project team anticipates receiving feedback from the City Council regarding whether staff should proceed with implementing the Objective Development Standards into the Montebello Municipal Code ("MMC").

For the City Council's consideration, below is a summary of the benefits of adopting objective development standards should the Council direct staff to move forward with a resolution to adopt the recommended objective development standards:

The implementation of the ODS project into the MMC will lead to improved and modernized development standards for higher density and mixed-use projects citywide and ensure a higher level of consistency regarding the quality of housing built in the city.

1. Senate Bill (SB) 35 and SB 330 related to housing projects in California require projects to be reviewed against objective standards. The implementation of the ODS project standards will allow the City of Montebello to be more in line and consistent with State law.
2. Additionally, Assembly Bill 2011 and SB 6 related to incentivizing and permitting residential and mixed-use projects on commercial properties were recently enacted by the State. Having modernized objective development standards

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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codified for residential and mixed-use projects will assist in ensuring consistency for the developments proposed under these bills and will improve the quality of the local development standards currently in place.

Codifying the ODS into the MMC will streamline the city's multi-family development regulatory process and create consistency with the goals and policy objectives of the Housing Element adopted by the City Council on June 22, 2022, such as:

1. Goal 2 Policy 2.6 of the Housing Element states that “[t]he City shall streamline [the] entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.” Implementing the SCAG ODS project standards into the MMC may assist in accelerating housing production. Under the 6th Cycle SCAG Regional Housing Needs Assessment (RHNA), the City of Montebello is tasked with producing 5,186 housing units and the streamlining and acceleration of housing realized by having modernized objective development standards can assist in achieving this production.
2. Additionally, Goal 2 Policy 2.5 of the Housing Element explicitly states that “[t]he City shall develop objective design standards and make development approvals for complying projects by right.”

The ODS standards promote varied building types which are generally more conducive to active and pedestrian-friendly lifestyles in line with the goals of the currently in progress Montebello General Plan update.

It is anticipated that a final report outlining the recommended objective standards will be available in late September 2023.

SUMMARY:

It is recommended that the City Council receive and file this report and presentation and provide staff with feedback regarding next steps regarding a more robust legislative approval process requiring future consideration from the Planning Commission and City Council related to the implementation of the Objective Development Standards.

ATTACHMENT(S)

1. Attachment A - SCAG Letter of Commitment
2. Attachment B - Public Workshop 1 Summary
3. Attachment C - Public Workshop 2 Summary
4. Attachment D - Project Schedule
5. Attachment E - ODS Custom Zone Toolkit

NEXT STEPS:

N/A



CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

July 19, 2021

Sarah Jepson
Planning Director
Southern California Association of Governments
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017

RE: SCAG Sustainable Communities Program – Implementation Terms – Housing and Sustainable Development

Dear Ms. Jepson,

Pursuant to HCD guidance, jurisdictions participating in the Regional Early Action Planning Grant Program (REAP) funded HSD program, should have an implementation strategy for the funded activity, including, where appropriate, having the completed planning document considered by the applicable board, commission, council, or other decision making body. By signing this form, the jurisdiction acknowledges that it will work with the SCAG consultant in good faith to prepare project deliverables that can be implemented. Approval of any project deliverables is ultimately up to the applicable board of the jurisdiction, and SCAG recognizes and agrees that consideration of the project deliverables is ultimately within the sound discretion of the jurisdiction.

Sincerely,

A handwritten signature in blue ink, appearing to read 'René Bobadilla'.

René Bobadilla, P.E.
City Manager
City of Montebello



AECOM
One California Plaza
300 South Grand Avenue
Los Angeles, CA 90071

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Project name:
SCAG REAP: Objective Development
Standards (ODS) Bundle

To: Monica Mercado-Rodriguez,
Planning Manager
City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640

From:
Ashley Hoang, Senior Associate

Date:
September 22, 2022

CC: Stacey Morales, Associate Planner

Memo

Subject: SCAG ODS Project Public Workshop #1 Summary

Introduction

The City of Montebello (City) is taking part in a project funded by the Southern California Association of Governments (SCAG) to document, assess, and modernize multi-unit and mixed-use objective development and design standards and permitting. This project is serving the cities of Montebello, Santa Fe Springs, Santa Monica, and South Pasadena. It will help support a greater understanding of the role of objective development and design standards in increasing housing production in Los Angeles County and throughout California. The project includes the preparation of an existing local policies and regulations review report, a current project review report, permit streamlining assistance, an online cost estimator tool, and the creation of an objective standards toolkit of recommendations for up to four zones.

The City is undertaking a public engagement process to inform community members and stakeholders about the project. Two community workshops will be held to focus on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The first of the two workshops to build an understanding of objective standards was held on September 15, 2022.

Presentation Summary

The presentation started with a brief introduction of the project and its timeline and that the SCAG grant's purpose is to provide funding to cities to document, assess, and modernize multi-unit and mixed-use objective standards and permitting, and reviewed the key deliverables resulting from the project noted above.

During the presentation, the project team:

- Defined what objective standards are and explained the difference between subjective guidelines and objective standards,
- Shared examples of graphics helpful in visualizing standards that will be created for the toolkit,
- Discussed the project deliverables' goals, purpose, and why they are important,
- Gave a brief overview of what the housing needs are at the State and City level and a summary of recent housing legislation,
- Shared the initial findings on standards and applications from the analysis of existing Montebello policies, regulations, permitting, and projects,
- Shared findings from the City Staff Study Session,

- Presented the four zones and the potential objective standards categories that recommendations will be developed for as part of the toolkit, and
- Shared the next steps and workshop dates for the project.

Public Comments

Following the presentation, the project team heard from the attendees, answered questions, and received comments to inform the project work. All questions and comments received at the workshop are provided below, with responses from the project team noted. Comments are listed in the order in which they were received.

Question: *Does this project have a name?*

Response: It is called SCAG Objective Development Standards.

Question: *Is it only going to affect multi-unit or single residency? Will SB 9 be impacted?*

Response: Because of the State's needs for housing production, we are trying to get as much as we can; the project focuses on multi-unit and mixed-use zones, not single-unit. No, SB 9 is a State law and won't be impacted.

Comment: *I hear you, and you're explaining the ODS to regular people. Will it also help big developers? Is this for common people?*

Response: We are referring to multi-unit and mixed-use development, so yes, big development. We want developers and all people to have a better understanding of the process.

Comment: *This sounds like this process is built for developers over small owners. What if we don't want housing? We don't want streamlining. Developers come in and trample our rights, make more traffic, and more density.*

Response: We appreciate your comment. Your individual rights will not be taken away.

Question/Comment: *Can we say that there is no building in some areas, like in oil wells? There isn't enough open space. We do have condos, a lot of them, and every unit should be occupied. Many times, developers leave units vacant.*

Response: The City wants to evaluate the standards. We want your input to see if we need to create better standards that enhance developments with items that increase the quality of life for residents such as adding open space requirements that would add trees and landscaping. We're also working to improve applications and handouts to clarify the standards.

Comment/Question: *There are 13 people here, this is not a representation of Montebello. This is not the input of South Montebello. You are not having a workshop with the community. How was this meeting advertised?*

Response: We appreciate your comment. We advertised on social media and on the City website.

Comment: *You didn't do a good job! What makes you think people have social media? There are 13 people here. The wrong audience is here. We set the standards but look who showed up here. We are regular people. This is the wrong way of transmitting this information to the public. The State is making every mandate to cram more people into the city. There might be something we need to be doing at the state level to advocate against more housing. The City is embracing this bundle project, you can go on and finish the presentation, but it is the wrong audience.*

Response: The City is seeking input from community members for this year-long project. We want to build an understanding on objective development standards and shed light on how to improve the standards. When we get to the milestone next year, we will share with the Planning Commission and/or City Council the information we've gathered and recommendations on how to improve development standards and permit processes for multi-unit and mixed-use development projects. This project does not take away your ability to share your overall concerns, proposed further changes in your community and it does not change the zoning codes as these are simply recommendations for improvements. This information is publicly available and anyone who wants to be involved can reach out to the City directly and provide comments as well as obtain information throughout the process.

Question: *How did South Montebello choose this workshop location?*

Response: We have done meetings here before. It was available.

Comment: *I'm thinking about my city – we don't have enough trees. We don't have enough water. Then they want to come and build with our tax money. They want to mess my life up with more buildings, less green space. They're trying to bring in more people.*

Response: Currently, developers are not required to provide any amenities. These ODS can require developers to build more resources like planting more trees.

Comment: *Those 2-3 story buildings are not welcomed here. We don't want them.*

Response: Yes, community members sometimes don't want more height in their neighborhoods. The ODS can mandate better design where height is considered. SB 9 allows you to have four units in a single-family residential zone. The density is already coming. If a buffer with trees is needed, or a larger setback, that can be created.

Comment: *Building up means there is more people or building for more density. Then they will need a car and need to park their car. In East LA, there is no parking. If we build up, we will not have enough space for the parking. They say they make two parking spots for each person, but it isn't true. What you say is different from what is happening.*

Response: We understand that parking is an impactful issue to communities. State legislation provides certain development projects parking reductions, such as those providing affordable housing seeking density bonuses. This is because the cost of providing parking is so expensive and often makes development infeasible.

Comment: *City employees should drive around the neighborhoods and see how bad parking is. People park their cars in the front yards. A staff employee should take pictures and bring them to City Hall. The five members of the Council don't see it. They talk about it.*

Response: Your comment is appreciated.

Comment: *We have badly paved streets in the City, perhaps that should be addressed too.*

Response: This project doesn't include addressing street paving so won't impact paved streets.

Comment: *You're looking for suggestions, the City should do away with commissions. That means a few people making big decisions. They should bring it to the districts¹ instead. Commissioners want State funding. We don't care about that money.*

Response: If you have concerns with your City appointed or elected representatives you have the right to voice your concerns directly to them or others to make changes. In the City I live in, if I have concerns about a new development project, I usually attend the public meetings about those development projects expressing my concerns to the Planning Commissioners and/or other decisionmakers such as City Council.

Comment: *The slide says, "Development Permit Application" and to develop mixed-used and multi-unit housing production. AECOM will lie and say that the community is okay with the plans. We're saying we don't like this and the City will not listen to us! We don't trust City Council. You're very anxious to move on. You want input and you're shutting us down. Even if the meeting stops, we don't want to move on.*

Response: If you would like to spend more time on comments we can.

Comment: *A lot of people say we can do 3-floor buildings. Two parking spots are not enough for families; children grow up and need cars.*

Response: That is exactly the feedback we need.

Comment: *Parking in East LA is bad. The developers are ruining our lifestyle.*

¹ In March 2022, the Montebello City Council approved a transition to electing City Council members by districts within the city. <https://www2.cityofmontebello.com/archive-council-agenda/2021-1/759-city-council-meeting-agenda-03-09-2022-1/file.html>

Response: We appreciate your comment.

Comment: *Where is our feedback going to end up?*

Response: This feedback will be used to inform the project work. The project will be presented to the Planning Commission and City Council at the end of the project life. They will decide how the recommendations will be used.

Comment: *She said they will be presented to the City Council. They don't listen to us; they do whatever they want. It is better to go to somewhere else to build more housing.*

Response: It is our responsibility as part of this project work to present the information to the public, to staff, and the decisionmakers as outlined in our project timeline and identified steps in the process.

Comment: *I've been listening to City Council meetings. There's three people who will always vote against the good things and items don't pass. That is crazy. They fight with each other. They accuse each other. Agent Jimenez was accusing people – they are wasting our time!*

Comment: *We need seven City Council members from separate districts.*

Comment: *This is very developer oriented. They are dirty people. You're saying pick your poison. This is bad, this also bad but it will kill you slower. I am barely making it – now you're saying we need low-income housing near me. Your company worked on the Gold Line project – no one wanted that – it will be an instant ghetto. Metro wants to remediate low ridership by building low-income housing near transit stations. Developers need to be stopped. You say you will report this back to the Planning Commission, but you're likely going to say there wasn't any resistance. It is like we don't matter. I don't understand why this project is going forward when we say we don't want it.*

Question: *How are housing numbers required?*

Response: The State has a formula they use to calculate the number.

Question: *How can we fight the state numbers?*

Comment: *Some cities have sued.*

Question: *Can cities enforce rent control? Many apartments are empty because of the cost. Get existing units filled.*

Response: One thing the City is evaluating is thinking of ideas to require developers to provide units to low-income residents. We will bring that up with the Housing Department.

Question: *Can you explain the 3rd bullet in more detail?*

Response: Essentially, the City has a one-acre minimum lot size to a project to qualify for a planned development permit. When you are trying to propose certain standards, planned development is a permit and the City wants to reconsider the lot size minimum requirement. We are not looking to decrease the minimum, if people want to deviate from the code, this is an application that they would use. We are currently evaluating the code. We are here to hear your opinion on that.

Question: *What is a planned development?*

Response: The Olsen property located off Bluff and Washington is an example of a planned development. They used the planned development application to deviate from the requirements. The way they have been used, developers are asked to produce more architectural or community amenities for deviations to the code requirements.

Question: *What is an example of amenities?*

Response: One example is when the City has requested a project to include more open space.

Question: *How many city staff were involved in the study session?*

Response: Six individuals from various departments.

Comment: *In the analysis, it should say that six people are contributing to the input. When projects are done, schools, trees, parking, water, and dog parks should be built.*

Question: *How do I get a permit for a property I own to make improvements?*

Response: Visit City Hall to get all property permits and information you need.

Question: *Are you asking us as if we are developers about the permit applications?*

Response: We want to know your experience here and/or in other cities where you might have applied for permits. There may be things that you liked and/or found easy that can be replicated here and/or things that you didn't like or that were challenging that we should avoid. You don't have to be a developer to share those kinds of experiences with us.

Comment: *We need a better way to say no to projects passed by City Council. We need to have more power on stopping the permit approvals. People live near the oil wells and are dying of cancer. Developers are building over oil wells.*

Response: Sharing your comments with the decision makers as they consider development project is a good mechanism to share your concerns and express your opposition.

Comment: *I understand there is money for additional housing that puts pressure on the City to build. Why don't they build in another city somewhere else? I can't breathe. Putting housing in front of me and behind me. There's a lot of space in other states.*

Response: We could impose regulations that prevent building too close together and protect privacy. We want your feedback to build these kinds of policies.

Question: *How does this fit in the General Plan? How do we work in what the citizens want?*

Response: We are working hand in hand to create objective design standards. The General Plan is the blueprint for the future. This program will impact the Zoning Code. This is an opportunity for the standards to fit your needs.

Question: *Will the slides be available to the public?*

Response: Yes, we can email it to you.

Question: *Who changes the Zoning Code? Who does that? The community or the City?*

Response: Usually the City but with community feedback, and any changes are presented to the Planning Commission.

Comment: *Setbacks should be at least 20 feet. We want everyone to be required to do so.*

Comment: *In the State of Washington, you need a certain amount of setback. We need more trees and grass.*

Question: *Is this inevitable? Once the standards are done – is it a done deal?*

Response: The purpose of this project is to work with the City and look at the development standards and permit application that exists and understand where the community wants to improve both. The project will provide recommendations and the Planning Commission will be the body who decides. Your input will be used, for example, to state where we can require more setbacks or trees. If the City decides to modify the Zoning Code based on the project's recommendations, it will be done through a separate review process.

Comment: *SCAG should look into suing the State. We don't agree with any of that. Cities should not develop 5,000 housing units. SCAG should spend their money differently. Cities should look to suing the State. You're asking us how we'd like to be screwed. We don't want SB anything.*

Memo

Comment: *Most of us don't want multi-unit housing. All 13 of us don't want it. We have a train behind us.*

Comment: *We don't know if this information will be implemented or how it will be used.*

Comment: *The standards you're doing we don't want them. We don't want housing.*

Comment: *Has the City thought about suing?*

Response: We're unaware of any City winning that legal battle of suing the state for the RHNA number allocation.

To: Monica Mercado-Rodriguez, Planning Manager
Cc: Daniel Ruiz, Assistant Planner
City of Montebello
1600 Beverly Blvd
Montebello, CA 90640

Project name:
SCAG REAP: Objective Development
Standards Bundle (Los Angeles County)

From:
Scott Williamson, Project Manager,
AECOM

Date:
July 27, 2023

Memo

Subject: SCAG ODS Public Workshop 2 Summary

Background

The City of Montebello (City) is taking part in a project funded by the Southern California Association of Governments (SCAG) to document, assess, and modernize multi-unit and mixed-use objective development and design standards and permitting. The project is serving the cities of Montebello, Santa Fe Springs, Santa Monica, and South Pasadena. It will help support a greater understanding of the role of objective development and design standards in increasing housing production in Los Angeles County and throughout California. The project includes the preparation of an existing local policies and regulations review report, a current project review report, permit streamlining assistance, an online cost estimator tool, and the creation of an objective standards toolkit, containing recommendations for up to four zones.

Public engagement

A public engagement process is associated with the project. The process seeks to inform community members and stakeholders, answer questions and elicit feedback that will inform the creation of the standards throughout the project. The engagement component involves several meetings, presentations and workshops with City staff, representatives of deliberative bodies and the public.

Of note, two community workshops were held during the process:

1. **Workshop 1:** Held on September 15, 2022, focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. This first workshop was held as a presentation followed by Q and A discussion with the public and project team.
2. **Workshop 2:** Held on June 1, 2023, presented draft objective standards to the public, answering questions and seeking feedback. The workshop was an open house style event for the public to drop in at any time through the duration of the event window.

This memo provides a summary of Workshop 2.

Workshop 2 overview

On June 1, 2023, the City of Montebello hosted a public open house event; serving as the second of two public workshops undertaken for the SCAG ODS project. The open house was designed to build off of the content and feedback provided at the first workshop of September 15, 2022.

The public was invited to arrive anytime during the meeting window of 5pm to 7pm. Several City and AECOM staff were stationed throughout the event to discuss the project and answer any questions from attendees. Notice of the event was distributed by City staff via the City's website, mailing lists, social media and notice boards.

The open house comprised a series of display boards curated with the goal of informing attendees of the project context and need, facilitating discussion and prompting questions. The bulk of the display boards focused on previewing the draft standards that will make up the draft objective standards toolkit; the primary project deliverable comprising standards the City will utilize in future. The display boards were split into stations as follows:

1. **Station 1** (Introduction) – The introduction station included a summary of project need and goals, what makes a standard objective, typical types of development standards, where the new standards would apply, project timeline, how to provide feedback and how to continue to be involved. The categorization of the standards into form and scale, frontages, open space and site planning was also explained. These categorizations form the basis of the structure of Stations 2, 3 and 4.
2. **Station 2** (Form and Scale) – Presented a selection of the draft form and scale related standards for mixed use and multifamily zones including setbacks, stepbacks, streetwall and interior stepbacks. To assist with understanding diagrams of most standards were included, along with a photograph of a built example of the standard.
3. **Station 3** (Frontages)– Presented a selection of the draft frontage related standards for both mixed use and multifamily zones including ground floor entrances, ground floor elevation, ground floor height, facade composition, transparency and materials and color. Photographs of built examples were provided to assist with understanding.
4. **Station 4** (Open Space and Site Planning) – Presented a selection of the draft open space and site planning related standards for both mixed use and multifamily zones, including private open space, common open space, site landscaping and surface parking standards.

Public comments

Several members of the public, as well as some members of the City's deliberative bodies attended the open house. Each discussed the project with staff. Issues of affordability, commercial viability, development viability, residential amenity, parking and open space were discussed.

Of the written comment cards that were filled out by attendees, the following feedback was provided:

General project comments:

- Support expressed for mixed use development standards to allow development to occur faster and improve housing affordability.

Station 1 - Introduction comments

- Suggest a housing affordability requirement be added to benefit long term residents remaining in the City.

Station 2 - Form and Scale comments

- Suggest removing parking minimums for residential and commercial uses, allowing developers the option to provide parking but also allowing more effective use of land.

Station 3 - Frontages comments

- Parking should not be placed in front of buildings located on corridors. Remove parking minimums for all new development.

Station 4 - Open space and site planning comments

- Suggest developers be required to pay for trees for public parkways areas, which the City could install and maintain.

ODS BUNDLE PROJECT SCHEDULE (AS OF APRIL 2023)

TASK DESCRIPTION		2022												2023																									
	Month	1-Mar	2-Apr	3-May	4-Jun	5-Jul	6-Aug	7-Sep	8-Oct	9-Nov	10-Dec	11-Jan	12-Feb	13-Mar	14-Apr	15-May	16-Jun	17-Jul	18-Aug	20-Sept																			
	Weeks	1/2	3/4	5/6	7/8	9/10	11/12	13/14	15/16	17/18	19/20	21/22	23/24	25/26	27/28	29/30	31/32	33/34	35/36	37/38	39/40	41/42	43/44	45/46	47/48	49/50	51/52	53/54	55/56	57/58	59/60	61/62	63/64	65/66	67/68	69/70	71/72	73/74	75/76
Task 1: Project Management																																							
1.1	SCAG Project Initiation¹																																						
1.2	City team Project Kick-offs*																																						
1.3	Project Coordination and Mgmt																																						
Task 2: Technical Work																																							
2.1	Existing Local Policies & Regs Review*																																						
2.2	Current Project Review*																																						
2.3	Study Sessions²*																																						
2.4	Housing Dev Permit Applications																																						
2.5	Online Interactive Calculator																																						
2.6	Objective Dev Standards Toolkit																																						
2.7	ODS Toolkit Fact Sheet																																						
Task 3: Public Outreach and Communication																																							
3.1	Public Outreach and Vision*																																						
3.2	Public Workshops																																						
3.3	Project Webpage and City Eblasts																																						
3.4	Project Branding and Collateral*																																						
Task 4: Presentation to Deliberative Body																																							
4.1	Presentations (PC or other)																																						
Task 5: Final Deliverables to SCAG and City																																							
5.1	Final Reports Delivered to SCAG & City																																						

- 1 SCAG directed this subtask is not required
- 2 Staff Study Sessions in July, Decision Maker - SFS Jun, SP Jul, SM Sep, MB Oct
- 3 Applications - Draft
- 4 Applications - Final
- 5 Calculators - Draft
- 6 Calculators - Final
- 7 Draft standards template and graphics review meeting (all cities and SCAG)
- 8 Draft 1 - Preliminary standards recommendations deck (Common)
- 9 Draft 1 - Preliminary standards recommendations deck (Unique)
- 10 Ground truthing
- 11 Draft 2 - Public Review (share at Workshop #2)
- 12 SCAG's CEQA Streamlining Project workshops
- 13 Draft 4 - Final and Executive Summary (for final package)
- 14 Workshop 1 - July / August 2022
- 15 Workshop 2 - May / June 2023

LEGEND		
	Work time by AECOM	 Milestones / Deliverables
	Deliberative Body Meetings	 Public Workshop
		 Ongoing tasks
		* Completed

SCHEDULE NOTE: This detailed schedule indicates phases of work by task, milestones and deliverables, and significant events planned during the 16 month project duration. The schedule is designed to include city review times; extent and exact timing of reviews to be coordinated directly with each of the four cities. Schedule and exact deliverable dates subject to adjustment and management during the course of the project based on each city's process.

Objective Development Standards Custom Zone Toolkit **DRAFT**

Prepared for the City of Montebello
May 2023



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I. Introduction

Background

California must plan for more than 2.5 million units of housing in the next eight-year planning cycle (2021-2029), including 5,183 homes in Montebello. Because of this, the State has passed a series of laws to combat the ongoing housing crisis and better meet the housing needs of Californians, including Senate Bill 35 (Streamlining Approvals), Senate Bill 167 (Removing Barriers), Senate Bill 330 (Expediting Residential Development), among others. These new laws have prompted every city across California to review residential development and design standards in an effort to support faster permitting timelines while still achieving reasonable design goals. Cities must ensure they are complying with all aspects of State law and not hindering the development of housing.

Each municipality has development standards for new buildings that are housed in the Zoning Ordinance of the Municipal Code. These often include building height, density, setbacks, open space, and parking requirements. Cities often supplement development standards with design guidelines and discretionary review processes to further guide architectural character and urban design; however, these add uncertainty and delays to housing project approvals, leading to fewer and more expensive housing projects. State law now requires that housing projects be reviewed against objective standards, and specifies that subjective standards and guidelines cannot be used to deny or decrease the density of new housing projects. To be considered objective, standards must be uniformly measurable/verifiable, knowable to all parties prior to application submittal, and require no subjective judgment in order to make a determination.

Project Grant Funding

The Southern California Association of Governments (SCAG) Regional Council approved the 2020 Sustainable Communities Program (SCP) Housing and Sustainable Development (HSD) Call for Applications in November 2020. The goal of the SCP is to implement the policies and programs of Connect SoCal, the 2020 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). With the 2019-2020 Budget Act, \$250 million went to prioritize planning initiatives that would increase housing production in communities throughout the state. The California Department of Housing and Community Development (HCD) received \$125 million of this funding to establish the Regional Early Action Planning (REAP) grant program. REAP provides one-time grants to regional entities for planning activities that facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA), and this includes efforts to accelerate housing production – such as the development of objective standards.

SCAG awarded a REAP grant to the City of Montebello (“City”) to document, assess, and modernize its multi-unit and mixed-use objective standards and permitting. This project, which also serves the cities of Santa Fe Springs, Santa Monica, and South Pasadena, will help support a greater understanding of the role of objective standards in increasing housing production in Los Angeles County and throughout California. SCAG commissioned AECOM, a design and planning consulting firm, to create a “toolkit” of objective development standards that will assist the four cities in more quickly adopting new standards into their respective zoning codes.

Objective Development Standard Toolkits

As part of Task 2.6, two common sets of standards were developed to be shared across each of the four cities served by the project – one for Mixed-Use projects and another for Multi-Family (Medium-Density) Residential projects. The standards that directly impact building massing have been tested on prototypical sites to demonstrate that the standards do not interfere with intended development density. For the most part, standards are designed to scale to different density and height limits, so the same or similar standards

can be used across zoning districts regardless of development intensity. This is an effort to simplify the code and ease the understanding and implementation of the standards.

This Custom Zone Toolkit was developed specifically for Montebello. The common standards were used as a basis for the Custom Zone Toolkit, which includes more tailored standards for future mixed-use and multi-family housing projects. This document is intended to be reviewed by City staff, the public, and decision-making bodies for discussion and feedback. As a next step, beyond the scope of this project, the City may adopt the new standards into the Zoning Code as appropriate.

As this is a toolkit of recommendations, standards selected by the City to propose for inclusion in the Zoning Code may need further refinement based on the City's unique requirements and approaches, including different measurement definitions and contextual considerations.

The standards are designed to:

- Translate existing applicable Zoning Code regulations and design guidelines into clear, objective standards in compliance with Senate Bill 35;
- Allow the maximum density permitted by zoning consistent with Senate Bill 330;
- Focus on zones that apply to the highest volume potential development type, locations of greatest concern, or standards that are most challenging locally; and
- Inform building form and site planning while adapting to market trends and shifting demand.

The toolkit is designed to:

- Be the basis for the development of standards for multi-unit/mixed use projects that support the level of design the City expects, confirming compliance through an administrative process;
- Make it easier for applicants, staff, and the public to understand the regulations;
- Create greater certainty in the review process and streamline project approvals;
- Encourage housing production so the City can meet its Regional Housing Needs Allocation (RHNA) goals; and
- Comply with state law that requires qualifying housing projects to be reviewed against objective standards¹.

¹ Senate Bill 9 also requires use of objective standards for related project reviews in single-family zones; separate from this SCAG project focused on multi-unit/mixed-use zones.

Informing the Toolkit

The project included a high-level technical analysis of existing policy documents, development standards and regulations, design guidelines, permit procedures, recently approved projects, and submitted applications currently under review to understand how the City currently processes applications and how long the process typically takes, as well as how standards are being interpreted and applied during the permitting and entitlement process. This analysis included a review of the General Plan Land Use and Housing elements and associated policies, the City's Zoning Code and draft specific plans, as well as a handful of representative housing development projects. It resulted in initial findings and recommendations to inform the standards developed for the toolkit and other related actions for City consideration.

Public Engagement

The City undertook an engagement process to provide information to community members about the objective development standards and streamlined permitting project, and gather input to inform the creation of the recommended standards in the toolkit. The following outreach events were held to engage the public, stakeholders, and decision-makers in ways that result in meaningful participation.

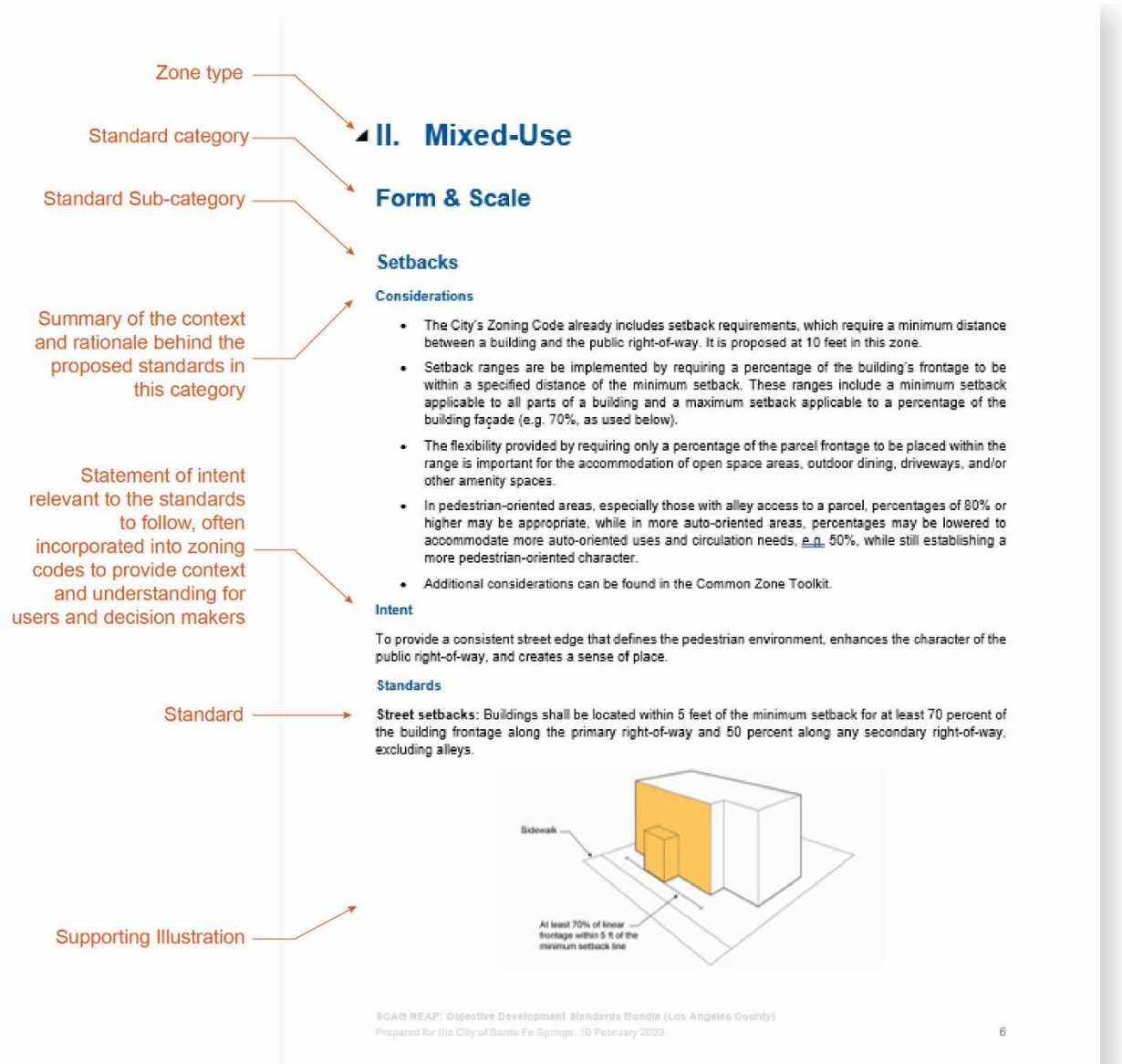
- **Public Workshops:** Two community workshops focused on building an understanding of objective standards and providing the public with an opportunity to give feedback on draft materials. The first workshop was held on September 15, 2022; the second is scheduled for June 1, 2023.
- **Planning Commission Study Session:** This event was held on November 1, 2022, to inform the City's decision-makers at the Planning Commission about the project and relevant State laws to collaborate on locally appropriate solutions to increase capacity potential and accelerate housing production.
- **Final Project Presentation:** The final presentations to the Planning Commission and City Council will be held in the summer, providing background, analysis, and a summary of the proposed objective standards and other project deliverables.

How to Use the Toolkit

For each type of development, standards in the toolkit are organized into four categories:

- Form, related to the overall building massing and scale;
- Frontage, related to how the building meets the street and façade design;
- Open Space, related to the provision of private and common outdoor/recreational space;
- Parking, related to the provision of auto and bike parking.

The guide below explains how the sections and sub-sections in this document are intended to be used:



II. Mixed-Use

Form & Scale

Setbacks

Considerations

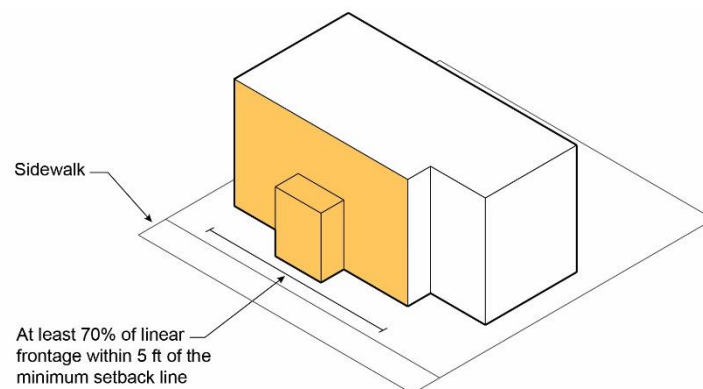
- The City's Zoning Code already includes setback requirements, which require a minimum distance between a building and the public right-of-way.
- Setback ranges use a slightly different approach, and are implemented by requiring a percentage of the building's frontage to be within a specified distance of the minimum setback. These ranges include a minimum setback applicable to all parts of a building and a maximum setback applicable to a percentage of the building façade (e.g. 70%, as used below).
- The flexibility provided by requiring only a percentage of the parcel frontage to be placed within the range is important for the accommodation of open space areas, outdoor dining, driveways, and/or other amenity spaces.
- In pedestrian-oriented areas, especially those with alley access to a parcel, percentages of 80% or higher may be appropriate, while in more auto-oriented areas, percentages may be lowered to accommodate more auto-oriented uses and circulation needs, e.g. 50%, while still establishing a more pedestrian-oriented character.
- Additional considerations related to setbacks are discussed in the Common Zone Toolkit.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Street setbacks: Buildings shall be located within 5 feet of the minimum setback for at least 70 percent of the building frontage along the primary right-of-way and 50 percent along any secondary right-of-way, excluding alleys.



Residential units. Residential units on the ground floor shall have a minimum setback of 5 feet.

Landscaping. For buildings set back 5 feet or more, a minimum percentage of the setback area shall be landscaped with trees, shrubs, and/or groundcover, either in the form of in-ground landscaping or planters, as follows:

Frontages with shared entrances to internal circulation	50%
Frontages with individual residential unit entrances	30%
With a stoop taller than 30 inches	10%
Frontages with commercial tenant entrances	30%
With outdoor dining	10%

Interior setbacks: Buildings shall be set back a minimum of 15 feet from adjacent Residential zoning districts.

Streetwall

Considerations

- Streetwall standards, in conjunction with setbacks, can help create pedestrian-oriented development by mandating a certain level of massing at the street. It can also be used to move massing away from adjacent properties.
- Streetwall standards are often used to reinforce an existing, historic built form, but can also be used to create a new pedestrian-oriented district or corridor with a more traditional urban character.

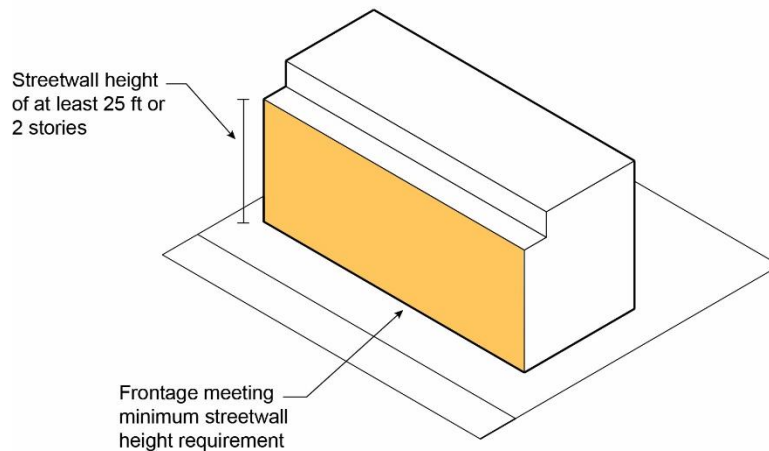
Intent

To encourage an urban form that is responsive to the surrounding context, including opportunities to reinforce streetwalls along primary corridors and frame the public realm.

Standards

Streetwall: Street-facing facades shall meet or exceed 25 feet (or 2 stories in height) for at least 75 percent of building frontage along public rights-of-way, unless the overall building height is lower than 2 stories.

Streetwall is defined as any street-facing façade, excluding appurtenances, within 5 feet of the minimum setback and is not required to be continuous.



Stepbacks

Considerations

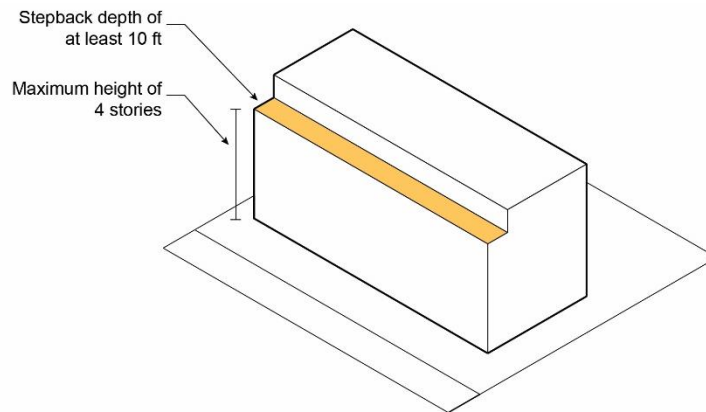
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks (also known as daylight/encroachment planes) are used to step down building massing to less intensive uses (e.g. where mixed-use meets single-family residential).

Intent

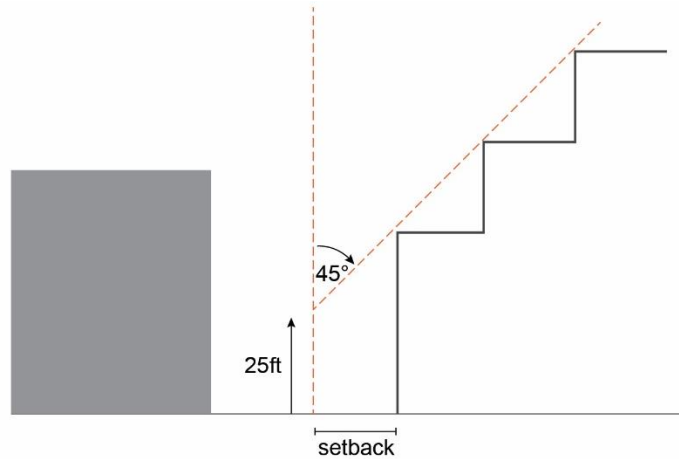
To encourage building heights and massing that are responsive to the surrounding context, including opportunities to reinforce the built character along streets as well as the need to transition to lower-density surroundings in the rear.

Standards

Street stepbacks: Street-facing facades greater than 4 stories shall be stepped back a minimum of ten feet from the minimum setback line. Uses allowed within the stepback depth include balconies, terraces, shade structures, and similar open space features.



Interior/rear stepbacks: Adjacent to Residential zoning districts, buildings shall not be located within a plane sloping upward and inward at a 45-degree angle measured from the vertical, starting 25 feet above the existing grade along the property line. Uses allowed within the stepback include balconies, terraces, shade structures, and similar open space features.



Rooflines

Considerations

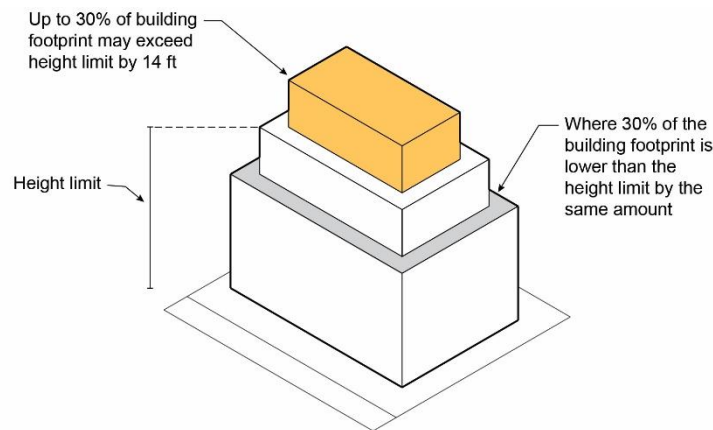
- Standards encouraging varied roof lines can help prevent monolithic buildings and add visual interest in new development.
- One approach can be to allow buildings to exceed height limits but only for a percentage of the building footprint, so that the additional floor contributes to variations in the roof line and/or façade plane.
- If the additional height bonus (described above) is not desired, “height averaging” may be used, which allows the additional height only if other portions of the building are shorter in equal measure, so that the average height of building is at or even below the height limit. This could result in greater variation in building form and rooflines, but makes it somewhat less likely that a developer would choose this option.

Intent

To allow space for variation and incentivize differing building heights within the same project, contributing to a more distinctive and visually compelling skyline.

Standards

Roofline variation: Buildings may exceed the height limit by up to 14 feet for a maximum of 30 percent of a building’s footprint. This allowance is not applicable within interior/rear setbacks or stepbacks and may not be used in conjunction with a concession for building height through density bonus.



Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- There are several potential approaches to modulation standards, some that are more prescriptive than others in dictating building form. The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- When modulation, length, and corner treatment standards are used together, it is important to understand how they relate to each other in specific areas with unique parcel sizes and development typologies so that unintended consequences are avoided.
- Façade lengths, areas, and depth requirements may be modified to better fit the individual style or objectives of the city.

Intent

To prevent building façades that are monolithic in appearance and avoid flat or featureless design.

Standards

Façade modulation: Façades shall be modulated with at least three of the following elements:

- a) Balconies recessed at least 2 feet in depth;
- b) Vertical pilasters 3 inches in depth reflecting building structure or architectural style;
- c) Horizontal bands, trims, or reveals 3 inches in depth along multiple levels;
- d) A change in material or texture (excluding windows, doors and railings).

Façade length: Street-facing façades of 150 feet or longer shall include a minimum break of 10 percent of the façade length or 20 feet in width, at least 10 feet deep and open to the sky.

Corner treatments: Corner-facing facades of 75 feet or longer shall incorporate at least two of the following elements within 50 feet of the building corner along the primary frontage:

- a) A building entrance;
- b) A change in height of at least 4 feet for an area 10 feet by 10 feet minimum;
- c) A change in façade plane on upper stories of at least 2 feet in depth;
- d) A change of façade material or texture (excluding windows, doors and railings);
- e) A public open space or outdoor dining.

Frontages

Ground Floor

Considerations

- Standards in this section are designed for both non-residential (including commercial) space or residential common spaces along the ground floor, such as lobbies, lounges, or fitness centers. If individual residential unit entrances are allowed on the ground floor, see the Multi-Family Standards in Section III of this document.
- Ground floor heights less than 14-15 feet can be harder to lease to retail tenants. Also, taller ground floor heights contribute to a “base-middle-top” architectural approach that is typically desirable. that this is a floor-to-floor measurement, so floor-to-ceiling heights will be lower in a finished tenant space.
- Transparency requirements should be higher in pedestrian-oriented retail areas (70-80%) and may be lower (around 50%) in more auto-oriented areas where transparency may not be as feasible for many uses.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Floor height: Ground floor commercial, non-residential, and residential common spaces shall have a minimum height of 15 feet, measured floor-to-floor. Ground floor residential units shall have a minimum height of 10 feet, measured floor-to-floor.

Elevation: The ground floor shall be located within 2 feet above or below sidewalk elevation. Primary entrances shall be located at sidewalk elevation.

Entrances. Street-facing façades shall provide a minimum of one entrance per 100 feet of frontage. These entrances shall open directly onto the sidewalk or another public open space, and be distinguished by at least one of the following:

- a) Awning/canopy;
- b) Porch/portico;
- c) Trellis; or
- d) Architectural element that creates well-defined entrance.

Recessed entrances. Primary building entrances shall be set back at least 30 inches from the façade. Secondary building entrances shall be setback at least 30 inches from the public right-of-way.

Transparency: Street-facing façades shall incorporate glazing for a certain percentage of the building frontage between 2 and 8 feet in height from sidewalk elevation. Windows shall provide views into display, lobby, sales, work, or similar active areas.

For non-residential and residential common space uses, at least 60 percent of the frontage shall be transparent.

For ground floor residential units, at least 15 percent of the frontage shall be transparent.

Blank walls: Windowless expanses of walls on the ground floor shall not exceed 20 feet in length. Blank walls over 10 feet in length shall be enhanced by one of the following:

- a) Pattern, motif, etching, or similar decoration;
- b) Landscaping that covers at least 50 percent of the wall area;
- c) Trellis or similar projection;
- d) Public art approved by review authority.

Security devices: Any security devices (i.e. roll-up doors) shall be designed to be fully concealed and hidden from view during business hours.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important and helps provide eyes on the street, though there can be reasons to limit the amount required, such as privacy. Solar heat gain in the summer is another, though that can be partially mitigated by shading devices.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a 5-foot minimum dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Composition: Street-facing façades shall include at least three of the following:

- a) Pattern of modulation or fenestration;
- b) Datum lines along the length of the building (e.g. cornice) at least 4 inches in depth;
- c) Repeated projections (e.g. architectural detail, shading) at least 4 inches in depth;
- d) Balconies over 20 percent of the elevation;
- e) Screening (e.g. lattices, louvers).

Transparency: Street-facing façades shall incorporate glazing for at least 30 percent of the façade, including ground floor transparency.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.6 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall not be located within 6 feet of any interior property line

Balcony projections: Balconies shall project a maximum of 4 feet from the building façade.

Roof decks: Roof decks located within 25 feet of a Residential zoning district shall be set back a minimum of 5 feet from the building edge.

The sum of all roof decks on a single building shall not exceed 60 percent of the roof area to allow for mechanical equipment including solar panels.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90% of all lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Mechanical equipment, excluding solar panels, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum open space area recommendations are based on the size and type of project. In the example standards below, private open space is specific to a unit, while common open space is shared by multiple residents, but generally not open to the public.
- While many California cities require open space through a per unit requirement (e.g. 200 sf/unit) some cities have moved to a requirement based on a building's gross floor area (GFA) to more closely correlate the amount of open space to the size of the building and the expected number of residents. With per unit requirements, a studio and a 3-bedroom unit would be required to provide the same amount of open space, despite likely differences in the number of people living in the unit.
- Open space requirements directly influence the massing and design of a building: in general, greater private and/or common open space requirements tend to lead to more balconies, upper floor terraces, ground floor courtyards, amenity spaces over parking podiums, and other types of open space that influence a building's character, scale, and form.
- Cities may opt to emphasize common space over private, or vice versa. Though we recommend combining the two into one residential open space requirement to allow for more design flexibility, cities may still prioritize one over the other by including standards for a minimum or maximum percentage which may be counted towards either, depending on the focus of the city. Private open space typically means more balconies, while common can lead to more courtyards or roof decks.
- Some cities now require open space for large non-residential/commercial buildings – and, while unlikely in a housing-focused project, a standard based on GFA is included below.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Minimum Area

Minimum Open Space shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as a combination of Common and Private Open Space.
- **Non-residential Open Space:** Projects with over 40,000 square feet of non-residential GFA shall provide a minimum of 5 percent of the non-residential GFA as a combination of Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Private Open Space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction.

Distribution: All Private Open Space shall be outdoors and may be located within a required setback or stepback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Amount: A minimum of 30 percent of the required Residential Open Space shall be Common Open Space.

Dimensions: Common Open Space shall have a minimum area of 500 square feet and a minimum dimension of 15 feet in each direction.

Distribution: A minimum of 70 percent of Common Open Space shall be outdoors, and a minimum of 80 percent of outdoor Common Open Space shall be open to the sky.

A maximum of 30 percent of Common Open Space shall be indoors (i.e. lounges, fitness centers, and similar). Indoor Common Open Space shall not include spaces primarily used for circulation.

Landscaping: A minimum of 25 percent of Common Open Space shall be planted area.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of outdoor Common Open Space, whichever is greater, shall be planted within the Common Open Space, excluding rooftop decks.

Hardscape: A maximum of 25 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Parking

Considerations

- According to recent California State law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that many new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, driveways should be avoided on primary corridors and instead development should provide vehicular access from side streets or from alleys if present.

Intent

To reduce the visual impacts of parking and reduce the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Minimum Parking

Number of Spaces: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

Residential Uses	
1 bedroom or less	1 per unit
2 bedrooms or more	1.5 per unit
Guest	1 per 5 units
Commercial Uses	
Retail, restaurant	1 per 500 st ft

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

A minimum of one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking shall be set back a minimum of 15 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the primary street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.

III. Multi-Family

Form & Scale

Setbacks

Considerations

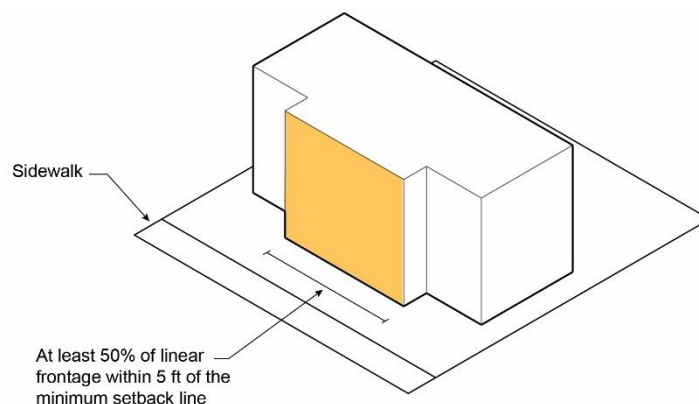
- Street setback standards help contribute to an area's urban form by establishing either a traditional, pedestrian character in which buildings are placed directly adjacent to the street; or alternatively, by establishing a more auto-oriented character where buildings are placed towards the rear of the parcel, typically with parking in front.
- Low to medium-density residential developments typically have larger setbacks than higher-intensity uses in order to give residents privacy and separation from the public realm. At least 5 to 10 feet is recommended.
- Buildings with consistent setbacks create a comfortable rhythm along the street and contribute to the walkability of the neighborhood.

Intent

To provide a consistent street edge that defines the pedestrian environment, enhances the character of the public right-of-way, and creates a sense of place.

Standards

Setbacks: Buildings shall be set back a minimum of 15 feet from the property line. A minimum of 50 percent of ground-floor building frontage shall be placed at or within 5 feet of the front setback.



Landscaping: All setbacks shall be landscaped with the exception of driveways and pedestrian paths.

Stepbacks

Considerations

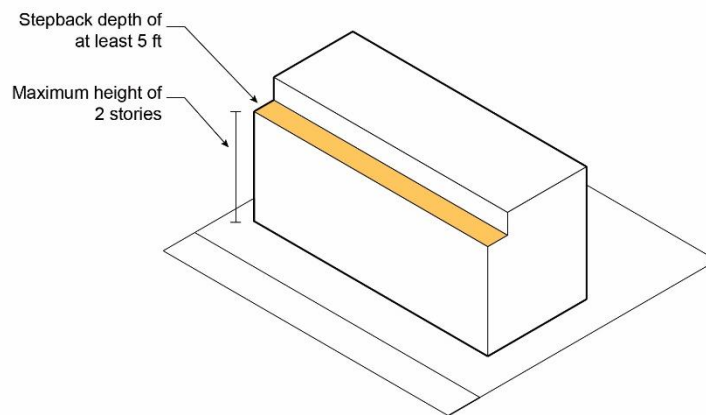
- Street stepbacks are used where there may be sensitivity to massing along the street frontage and/or where new development is permitted to be significantly higher than existing development and height transitions are desired.
- Portions of a building that are set back from the street frontage are generally more hidden from view and can give the appearance of a shorter building to those on the street.
- Interior stepbacks are used to step down building massing to less intensive uses (e.g. where higher-density meets single-family residential).

Intent

To encourage building scales that are responsive to the surrounding context, including opportunities to reinforce the built character along streets and transition to lower-density surroundings.

Standards

Street Stepbacks: On street-facing façades, portions of a building above the second story shall be stepped back a minimum of 5 feet, measured from the building façade.



Interior Stepbacks: On façades abutting R1 zoning districts, the building shall be stepped back above the second story a minimum of 5 feet, measured from the building façade.

Modulation

Considerations

- Building modulation/articulation standards help to avoid monotonous and flat façades by requiring portions of a building façade to be stepped back from the street.
- The menu of standards options included below emphasize flexible approaches to modulation that are not specific to a particular architectural style and that allow for creativity in design.
- Dimension requirements may be modified to better fit the individual style or objectives of the city.

Intent

To design buildings with sensible forms and a unified architectural vision, creating visual patterns and rhythms in the façade while mitigating the monolithic appearance of larger buildings and avoiding flat or featureless design.

Standards

Building length: Buildings shall be no longer than 6 units or 150 feet in length, whichever is less, with a minimum separation of 10 feet between buildings.

Façade modulation. Street-facing façades over 2 stories in height shall incorporate two of the following:

- a) A sloped roof with a pitch greater than 3/12;
- b) A flat roof with a minimum 2-foot vertical height difference for a minimum of 10 feet in length and depth;
- c) A top-level stepback of at least 2 feet for a minimum of 25 percent of the length of the façade;
- d) A terrace at least 5 feet in depth and 8 feet in width, open to the sky, at least every 50 feet;
- e) Balconies over 20 percent of the elevation;
- f) A change in material or texture (excluding windows, doors and railings).

Façade break. Façade planes adjacent to R1 zoning districts shall not exceed 50 feet in width without a façade break of at least 5 feet deep and 10 feet wide.

Frontages

Ground Floor

Considerations

- Standards are designed for individual residential unit entries as townhome development is the most likely product at and below 25 dwelling units per acre. Activation of the street through high-quality design is especially important at lower densities since there are fewer people/businesses to make the street active.
- Entrances oriented toward the street and direct pathways help maintain connection to the public realm, while setbacks and an elevation change of at least a few steps can help physically separate them from passers-by.
- Walls, fences, and hardscape over 30 inches in height adjacent to the sidewalk can constrain the public realm, so it's recommended to set these elements back and provide a landscaped buffer.

Intent

To promote an active, accessible, and comfortable pedestrian environment that enhances the public realm at a human scale, promotes a sense of openness, and enables flexible uses over time.

Standards

Entrances: Residential units located adjacent to a street shall have a primary entrance facing the street. Entrances shall have a minimum 3-foot by 3-foot covered landing area at the same grade as the interior floor.

Entrances shall incorporate at least three of the following:

- a) Recession at least 2 feet from the building façade;
- b) Overhead projection of at least 2 feet in depth (e.g. porch roof);
- c) A sidelight window, adjacent window, or door with a window;
- d) At least one stair, up or down, from the pedestrian pathway;
- e) Paving material, texture, or pattern differentiated from the pedestrian pathway.

Elevation: Buildings shall have a finished floor between two and four feet above the nearest public sidewalk elevation. On sloping sites, up to 25 percent of units may have finished floors up to 6 feet above the nearest sidewalk.

Paths: Pedestrian pathways to all primary entrances and common areas shall have a minimum clearance of 3 feet in width, including to lobbies, open space, parking, and refuse collection areas.

Where located parallel to a driveway, a change of material or pattern shall distinguish pedestrian pathways from vehicular travel lanes.

Walls and fences: Freestanding walls, fences, and raised planters taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Stoops and patios: The side of a patio or stoop (when parallel to a sidewalk) taller than 30 inches shall be set back a minimum of 18 inches from the property line, separated by planted area.

Façades

Considerations

- Architectural elements can be difficult to standardize – especially when they must account for different architectural styles – and the standards here are meant to be flexible to allow architects creative license for various kinds of façade detailing.
- Transparency is important – though residential units require less than commercial uses. Solar heat gain in the summer can also be a reason to limit the transparency required, though that can be partially mitigated by appropriate shading.
- Allowing balconies to project a certain amount from the building façade – but only counting them towards the Open Space requirements with a larger dimension (see following section) – means they will need to be inset, adding another level of plane variation to the building façade.
- Lighting is important for safety in large projects, but is also a common complaint among neighbors of new development. These standards are designed to reduce or eliminate light trespass.
- General material standards are provided to prevent incongruent building façades with excessive changes in materials. The City may opt to include specific materials and/or colors standards based on the existing character of the street.
- In some townhome projects, particularly those on narrow lots, developers often build “side-loaded” townhomes in which the units are oriented parallel to the street, facing the driveway, so that the front of development appears to be the side of a unit. This typology has implications for the character of the neighborhood as the buildings don’t always appear to “address” the street. Objective standards can help to mitigate this effect.

Intent

To address the incorporation of architectural elements and features for attractive articulation, creating well-designed and coherent building façades with sufficient detail, relief and/or variation.

Standards

Transparency: Street-facing façades shall incorporate glazing for at least 20 percent of the overall façade, including at least 15 percent of the ground level.

Windows: Windows shall be recessed at least 2 inches from the face of the façade.

Windows shall have a visible transmittance (VT) of 0.5 or higher. Mirrored, tinted or highly reflective glazing is prohibited.

Materials: A minimum of two materials shall be used on any building façade, in addition to glazing, railings, and trim, and shall correspond to variations in building plane.

A primary material shall cover at least 40 percent of any building façade, excluding windows.

No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Color: No more than four colors shall be applied to the building façade (one primary color and up to three trim colors), excluding art (e.g. a mural).

Balconies: Balconies shall project a maximum of 4 feet from the building façade and shall not be located within 6 feet of any interior property line.

Side-loaded townhomes shall incorporate at least one street-facing balcony.

Lighting: All structures, entrances, parking areas, common open spaces, and pedestrian pathways shall be lit from dusk to dawn.

Lighting shall be located to illuminate only the intended area, and a minimum of 90 percent of lighting shall be directed downward.

Lighting shall not extend beyond an interior property line, and light sources shall not be visible from adjacent properties.

Screening: Rooftop equipment, excluding solar photovoltaic, shall be screened from public view.

Fences and walls: Barbed wire, chain-link, and razor wire are prohibited.

Open Space

Considerations

- Minimum area recommendations are based on the size of the project.
- Some cities have moved from a per unit requirement to one based on gross floor area (Los Angeles) or per bedroom (Pasadena) in order to better correlate the amount of open space to the size of the building and the expected number of residents.
- Basing the residential open space requirement on gross floor area is the simplest calculation for staff, yet the amount of floor area can change throughout the design process, making it harder for developers who don't provide beyond the minimum.

Intent

To provide a variety of open spaces that contribute enhanced livability by providing residents access to light and air, and tie open space requirements to the size of buildings and number of residents.

Standards

Site Landscaping

At least 15 percent of the overall site shall be landscaped.

Minimum Area

Minimum Open Space areas shall comply with the applicable design standards depending on type of open space. Areas used for parking, loading, or storage shall not be counted towards minimum Open Space.

- **Residential Open Space:** Projects with a residential component shall provide a minimum of 15 percent of the residential GFA as Private Open Space and 5 percent of the residential GFA as Common Open Space.

Private Open Space

Access: Private Open Space shall abut and have direct access to the associated tenant space.

Dimensions: Private Open Space shall have a minimum area of 40 square feet and a minimum dimension of 5 feet in each direction, with a vertical clearance of at least 8 feet.

Distribution: Private Open Space shall be outdoors and may be located within a required setback.

Common Open Space

Access: Common Open Space shall be available to all tenants of the building at no cost.

Types: Common Open Space shall be provided by at least one of the following and designed to comply with the associated standards:

- a) Backyard or courtyard on the ground floor;

Dimensions: Common Open Space shall have a minimum area of 360 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Trees: A minimum of one 24-inch box tree per project or for every 500 square feet of Common Open Space, whichever is greater, shall be planted within the Common Open Space. At least 50 percent shall be shade trees.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

Water features: A maximum of 10 percent of Common Open Space shall be decorative water features, such as fountains or reflecting pools.

- b) Roof deck, terrace, or similar on upper floors;

Dimensions: Common Open Space shall have a minimum area of 400 square feet and a minimum dimension of 15 feet in each direction.

Distribution: Common Open Space shall be outdoors, and a minimum of 80 percent of Common Open Space shall be open to the sky.

Landscaping: A minimum of 15 percent of Common Open Space shall be planted area with a minimum dimension of 30 inches in each direction, with a soil depth of at least 18 inches.

Hardscape: A maximum of 50 percent of Common Open Space may be paved in standard concrete, with the remainder using enhanced paving such as brick, natural stone, unit concrete pavers, textured/colored concrete, or similar.

- c) Multi-use driveway.

Paving. The entire surface of the driveway shall be comprised of permeable pavers.

Landscaped buffer. The driveway shall be lined by a minimum 18-inch wide planted area, except at garage entries and pedestrian pathways. If the landscaped buffer is adjacent to a wall, it shall include shrubs or vines of at least 24 inches in height.

Parking

Considerations

- According to recent state law, no parking is required for housing within a half-mile radius of high-quality public transit stops. Regardless, it is expected that most new projects will include at least some parking.
- Curb cuts can create conflict between vehicles and pedestrians, as well as vehicles and other vehicles. In general, corridors should maintain building frontages while vehicular access is located on side streets.

Intent

To reduce the visual impacts of parking and the potential for conflicts between vehicles and pedestrians on the sidewalk.

Standards

Vehicle Access

Driveways: A maximum of one two-way driveway shall be permitted on sites with less than 200 feet of primary street frontage. A maximum of two two-lane driveways shall be permitted on sites with 200 feet or more of primary street frontage.

At least one driveway shall be located on a secondary street or alley, where available.

Driveways and associated curb-cuts shall have a maximum width of 25 feet.

The minimum distance between driveways on the same lot shall be 50 feet.

Controlled entrances to parking (e.g. gates) shall be located at least 20 feet from the property line to allow for a queueing vehicle.

Surface Parking

Setbacks: Parking shall be set back a minimum of 30 feet from the primary frontage, 10 feet from any secondary frontage, and 5 feet from any adjacent Residential zoning district.

Parking shall be buffered by permitted non-parking uses or a landscaped setback adjacent to the property line, except for vehicle/pedestrian access.

Landscaped setbacks shall include hedges or shrubs with a minimum height of 3 feet at the time of planting that form a continuous visual screen to block vehicle headlights.

Landscaping: A minimum of 5 percent of the parking area shall be landscaped and permeable, in addition to any landscaped setbacks. This area shall be distributed throughout the parking area.

Trees: A minimum of one shade tree for every 4 vehicle parking spaces shall be planted and evenly distributed throughout the parking area.

Structured Parking

Setbacks: Structured parking (including underground) shall be set back a minimum of 5 feet from any adjacent Residential zoning district.

Above ground parking shall be buffered by permitted non-parking uses with a minimum depth of 35 feet adjacent to the street property line, except for vehicle/pedestrian access.

Semi-subterranean parking shall not extend beyond the building façade and may not project higher than four feet above sidewalk elevation.



ITEM # 12

**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: SECOND READING OF ORDINANCE NO. 2465 APPROVING A ZONE CODE AMENDMENT ("ZCA") MODIFYING THE MONTEBELLO MUNICIPAL CODE ("MMC") TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM, MODIFICATION TO MMC SECTION 17.62.050 TO REMOVE "MURALS" FROM THE LIST OF PROHIBITED SIGNS, AND ADOPTION OF A CEQA EXEMPTION UNDER § 15061(B)(3)

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Hold second reading to Approve the Zone Code Amendment (ZCA) No. PC-2021-0005-ZCA to establish an Art in Public Places Program; and
2. Waive second reading and adopt Ordinance No. 2465 establishing an Art in Public Places Program; and amending Section 17.62.050 of the Montebello Municipal Code ("MMC") to remove "murals" from the list of prohibited signs; and
3. Find and determine the ZCA and Art in Public Places Program to be statutorily exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines 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; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There will be an "in-lieu" fee established should the Zone Code Amendment be approved. Revenue generated from the Art in Public Places program in-lieu fee will be deposited into a separate "Special Revenue Fund" established per the ordinance guidelines (Section 17.79.030(B) and 17.79.080 et seq). Furthermore, the revenue in the "Special Revenue Fund" will be restricted in use "to provide sites for, and artwork in,

public places to further the intent and purpose of chapter 17.79 et seq.

Project applicants opting to pay an in-lieu fee, instead of proposing an installation of public artwork, will contribute towards the Art in Public Places account. This account will be used to fund public artwork at the discretion of the City Council. New commercial, industrial, manufacturing, and residential developments will be subject to a fee greater than or equal to 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a 0.5% impact fee. Staff will monitor the revenue generated and will include the newly established fund in future budgets, so that revenue and expenditure appropriations can be made pursuant to the ordinance.

BACKGROUND/DISCUSSION:

In response to the desire for public art within the community, the City of Montebello ("City") Planning and Community Development Department, Planning Division has conducted research on Art in Public Places programs and how such programs can help fund public art in connection with any new development in the City. From an economic development perspective, the arts and culture sector would add local economic vitality to the City's neighborhoods. Arts and cultural assets would attract regional attention resulting in increased consumer traffic for local businesses and restaurants via placemaking initiatives and opportunities. Enhancing the arts can also lead to employment opportunities for local artists as well as providing professional development activities for creative-sector entrepreneurs. In addition to placemaking opportunities, art and culture provides a window for reflection to help establish community identity and purpose.

Staff prepared a draft Art in Public Places Ordinance ("Draft Ordinance") with the intent of facilitating the creative installation of high-quality art in the city that will foster the community's aesthetic enjoyment, city pride, and enhance the value of local developments and public spaces. The Draft Ordinance is composed of the following major components: Selection of a qualified Art Advisory Consultant, Art in Public Places program guidelines, and Art in Public Places account. Additionally, an amendment to the City's sign standards to remove the prohibition on mural art for consistency with the proposed Art in Public Places Program.

The Ordinance would establish a process where the proposed artwork would be evaluated by the Art in Public Places Advisory Consultant followed by a recommendation to the Director of Planning and Community Development. Subsequently, the Director would issue a formal Director's Determination based on findings of fact as well as the recommendation from the Art in Public Places Advisory Consultant (the "Art Consultant"). The main role of the Art Consultant would be to ensure compliance with the established criteria contained in the Art in Public Places Program and provide a mechanism where the proposed artwork is reviewed in advance to provide a recommendation to the Director. The Art Consultant would be selected by the City Council to review all applications and make recommendations to the Department Director. As previously mentioned, final decisions regarding proposed artwork will be rendered by the Director of Planning and Community Development in the form of a

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Director's Determination based on findings of fact and a recommendation from the Art Consultant.

The purpose of the Art in Public Places Program is to provide a collection of aesthetically pleasing artwork throughout the City for public benefit. The program will create a funding mechanism, establish an approval process, and set guidelines for public artwork. This program will generally apply to the following:

- For commercial, industrial, and manufacturing projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a .5% impact fee.
- For residential projects, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs for all projects, including mixed-use projects, with 50 or more proposed dwelling units; 100% affordable housing developments receiving City, State, or Federal financial assistance shall be exempt from this policy.

For development projects that are subject to the Art in Public Places Program, the project applicant may either:

1. Acquire and install artwork in a public place on or in the vicinity of the project site. The cost or value of the artwork shall be an amount equal to or greater than 1% of the project cost; or
2. Pay an in-lieu fee equal to or greater than the cost or value of the artwork that would have been required otherwise; and
3. If the art installation is on private property, the art installation must be accessible to the general public during normal business hours of the private business or property.

Currently, MMC Section 17.62.050 lists "murals" as prohibited signage. If approved, the Ordinance will remove the prohibition and allow mural art pursuant to the Art in Public Places Program guidelines. An amendment to the City's sign standards is proposed to eliminate the inconsistency with the proposed definition of "artwork" in the new Draft Ordinance.

On August 23, 2023, the City Council held a duly noticed public hearing and unanimously approved the Zone Code Amendment (ZCA) No. PC-2021-0005-ZCA to establish an Art in Public Places Program, and a modification to MMC Section 17.62.050 to remove "murals" from the list of prohibited signs. No public comments were received in connection with this matter.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA), this project is exempt from CEQA under the common sense rule that CEQA applies only to projects which have the

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potential for causing a significant effect on the environment. 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).

ANALYSIS:

To make the fee comparable to neighboring cities, Staff researched fees that neighboring cities impose. The table below is a summary of fees from neighboring cities with Arts in Public Places programs. Each city listed below gives applicants the choice of acquiring and installing artwork on the project site or paying the in-lieu fee.

Burbank	1% of total project cost for the first \$15 million
Cerritos	1% of total project valuation of new development projects with building valuations equal to or exceeding \$250 thousand
Commerce	1% of the total project costs if project costs equal or exceed \$250 thousand
Downey	1% of construction or reconstruction costs if project valuation is equal to or exceeds \$500 thousand
El Monte	1% of total project costs for commercial and industrial projects with project costs exceeding \$500 thousand or for residential projects of 4 or more dwelling units
Santa Fe Springs	1% of total project costs if project costs equal or exceed \$300 thousand
West Covina	.5% of total project costs for residential projects if the project consists of 10 or more dwelling units or 1% of total project costs for non-residential projects if project costs equal to or exceed \$500 thousand
Whittier	.5% of total project costs if total value equals to or exceeds \$250 thousand

The proposed fee in the draft Ordinance is either .5% or 1% of total project costs if project costs are equal to or exceed two hundred-fifty thousand (\$250,000), which is generally consistent with fees imposed by surrounding cities as noted in the above referenced matrix.

To demonstrate adequate community engagement/outreach to the City's business community in obtaining feedback and public support for the proposed Art in Public Places Program, staff from the Planning and Community Development Department provided a presentation to the Montebello Chamber of Commerce Economic Development Committee and a pop-up workshop during the City's annual summer street festival. At the pop-up workshop, City staff outlined the purpose and intent of the Art in Public Places

Program and how it will enhance current and future development that will arise from the City's General Plan Update, the Downtown Montebello Specific Plan, and the Transit-Oriented District along the Washington Blvd. commercial corridor. City staff also engaged the public via a written community interest survey to solicit input on the role of public art and cultural activities within the city during the summer street festival. At the event, a total of 45 individuals participated in the survey, 28 of which were Montebello residents. When asked if access to public art and cultural activities was important to their quality of life, 95% of respondents answered in the affirmative. According to 44% of the respondents, Montebello has public art and cultural activities for the general public, but not enough of it. When asked where they would like to see public art in Montebello, a majority (29 of 45 respondents) indicated their preference to be the Downtown corridor along Whittier Blvd. Lastly, when survey participants were asked about how they would like to see public art incorporated into new developments in the city, 25 of the 45 responses stated that they would prefer a mixture of different art media to be part of the project.

SUMMARY:

Staff recommends that the City Council waive second reading and approve: 1) the Zone Code Amendment (ZCA) No. PC-2021-00050-ZCA to establish an Art in Public Places Program, 2) Ordinance No. 2465 establishing an Art in Public Places Program and amending Section 17.62.050 of the MMC to remove "murals" from the list of prohibited signs; and 3) the CEQA Common Sense Exemption for the proposed project.

ATTACHMENT(S)

1. ATTACHMENT A - Art in Public Places Ordinance No. 2465 (1)
2. ATTACHMENT B - CEQA NOE

NEXT STEPS:

The next steps will include, among other things, a request from staff to the City Council to issue a Request for Proposals ("RFP") to secure a qualified Art Consultant for future consideration and approval by the City Council. It is anticipated that the RFP will be released in October/November 2023. The goal will be to properly select a qualified Art Consultant during the first quarter of 2024. Once this process is complete, staff will be in a position to implement the approved Art in Public Places Program including any proposed artwork.

ORDINANCE NO. 2465

AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA ADDING CHAPTER 17.79 TO TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH AN ART IN PUBLIC PLACES PROGRAM; REMOVING THE TERM “MURALS” FROM TITLE 17, CHAPTER 17.62, SECTION 17.62.050 OF THE MONTEBELLO MUNICIPAL CODE; AND ADOPTION OF A CEQA EXEMPTION UNDER § 15061(B)(3)

WHEREAS, the Montebello City Council (“City Council”) wishes to maintain the character of the City of Montebello (“City”) and create the best possible environment for the individuals living in, working in, and visiting the City; and

WHEREAS, to maintain the aesthetics of the City, the City Council believes that development in the City should be planned and executed to enhance the visual character and beauty of the City; and

WHEREAS, in addition to beautifying, the arts can sensitize and humanize, provide social involvement, and assist in education, personality development, and community well-being; and

WHEREAS, with this Ordinance the City Council wishes to amend Chapter 17.62 “Signs” of the Montebello Municipal Code (“MMC”) to remove “murals” from the list of unauthorized signs in Section 17.62.050 “Prohibited signs”; and

WHEREAS, with this Ordinance the City Council wishes to establish criteria for approving artwork throughout the City by adding Chapter 17.79 “Art in Public Places Program” to the MMC.

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

SECTION 1. Section 17.62.050 of the MMC is hereby amended to read in its entirety as follows (deletions in ~~striketrough~~ and additions in double underline):

17.62.050 - Prohibited signs.

- A. The following signs are prohibited except as provided in Section 17.62.160, Nonconforming signs, Section 17.62.160, Temporary signs, and Section 17.62.105, Off-Premises Digital Display Signs:

1. Signs that include video, blink, or move in any manner, have any portions that move, or have the appearance of moving, including animated or scrolling electronic text that clocks, time and temperature displays, civic and public services, and unique/creative signs allowed through the approval of a Planned Sign Program are exempt from this prohibition;
 2. Flags (except those which are raised and lowered on permanently fixed flag poles), pennants, banners, paper, wind driven signs (except where specifically provided for within this code);
 3. Roof signs;
 4. Sign structures and supports no longer in use;
 5. Portable signs;
 6. Commercial advertising statuary;
 7. Signs painted directly onto exterior wall surfaces (such as exterior building walls and masonry block walls, etc.);
 8. Inflatable signs (except as provided in Sections 17.62.110 and 17.62.170 of this chapter);
 9. New off-premises signs, except those permitted pursuant to this chapter;
 - ~~10. Murals.~~
- B. No person shall construct, place or maintain any sign, signboard, billboard, street bulletin board, sign or advertisement in, over, along, across or upon any public street or public parkway, or other public place within the city, except as provided in Section 17.62.110 or Section 17.62.105 of this chapter.
- C. Nothing contained in this title shall be construed to prohibit the erection or placing in any public street, parkway or other public place, of signs, notices or signals under the authority of the city council or of this code.
- D. No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon any object in the public right-of-way, or to any bridge, fence, light pole, building, structure, or other property within public view, nor to any tree in any public right-of-way or public place; nor shall any person deface, mar or disfigure any such bridge, fence, light pole, building, tree, etc.

SECTION 2. Chapter 17.79 entitled "ART IN PUBLIC PLACES PROGRAM" is hereby added to the MMC to read in its entirety as follows:

Chapter 17.79 – ART IN PUBLIC PLACES PROGRAM

17.79.010 - Program created.

This chapter may be known and cited as the City of Montebello "Art in Public Places Program." The intent of the Art in Public Places Program is to provide a collection of artwork throughout the City to be of public benefit. The program is designed to present

the community with a variety of artwork styles and themes, all of the highest possible quality.

17.79.020 - Definitions.

As used in this chapter:

- A. "Acquire and install" means the developer will be responsible to select an artist and obtain proper approval regarding the artwork and the placement of the artwork as per this chapter.
- B. "Artwork" means durable creations that may be original or limited editions of art that may include, but is not limited to, sculptures, murals, monuments, frescoes, fountains, mosaics, paintings, stained glass, or ceramics.

These creations are not limited by medium used, but may be realized through media such as steel, bronze, marble, stained glass, concrete, wood, ceramic tile and stone, as well as, other suitable materials.

- C. "Consultant" means the Art in Public Places Advisory Consultant.
- D. "Director" means the Director of the Planning and Community Department of the City of Montebello.
- E. "Department" means the Planning and Community Department of the City of Montebello.
- F. "Project" means the type of development being proposed, whether commercial, industrial, manufacturing, open space or residential. A project may include new construction, additions, expansions, remodels, façade improvements, interior tenant improvements, alterations, repairs, removals and demolitions.
- G. "Project applicant" means the property owner, developer or other responsible party proposing the project and seeking the required permits.
- H. "Project cost" means the building valuation for a particular building or improvement, excluding the land value, as determined by the City's Building Official, and indicated on the building permits issued by the City for that project.
- I. "Project site" means the location of the improvements being developed.

- J. "Public place" means any area on public or private property within the City of Montebello, either interior or exterior, which must be easily accessible and visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk.

17.79.030 - Requirement to provide artwork or pay in-lieu contribution.

When a project is subject to the requirements of this chapter, the project applicant shall comply with provisions of either subsection (A) or (B) or a combination of both.

- A. The project applicant shall acquire and install an artwork in a public place on or in the vicinity of the project site as approved by the Director pursuant to this chapter. The artwork shall have a cost or value that is calculated as follows:
 - 1. For commercial, industrial, or manufacturing projects listed in Section 17.79.040, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a .5% impact fee pursuant to this chapter. No credit will be provided for demolished structures.
 - 2. For residential projects listed in Section 17.79.040, the cost or value of the artwork shall be an amount equal to or greater than 1% of the project costs for all projects, including mixed-use projects, with 50 or more dwelling units. No credit will be provided for demolished residential units.

Project applicants shall indicate on their Art in Public Places application that they wish to acquire and install artwork per the ordinance codified in this chapter. The Director can assist the project applicant in locating information on artists should they desire assistance. The timing of the installation of the artwork shall be pursuant to Section 17.79.050.I.

- B. In-lieu of acquiring and installing an artwork, project applicants shall contribute funds to the Art in Public Places account established pursuant to Section 17.79.080. The in-lieu fee shall be calculated as follows:
 - 1. For commercial, industrial, or manufacturing development projects listed in Section 17.79.040, the in-lieu fee shall be an amount equal to or greater than 1% of the project costs if project costs are equal to or greater than \$250,000; project costs that are under \$2,000,000 will be subject to a .5% impact fee pursuant to this chapter. No credit will be provided for demolished structures.

2. For residential development projects listed in Section 17.79.040, the in-lieu fee shall be an amount equal to or greater than 1% of the project costs for all projects, including mixed-use projects, with 50 or more dwelling units. No credit will be provided for demolished residential units.
3. The in-lieu fee shall be paid pursuant to Section 17.79.050.J. Project applicants shall indicate on their Art in Public Places application that they wish to make an in-lieu contribution.

17.79.040 - Projects subject to Art in Public Places requirement.

The requirements of this chapter shall apply to the following activities:

- A. Commercial, industrial, or manufacturing development projects including, but not limited to, new construction, additions, expansions, remodels, façade improvements, interior tenant improvements, alterations, repairs, removals and demolitions. The term "new commercial, industrial, or manufacturing developments" is defined to include all those listed within Title 17 of the MMC.
- B. Residential development projects, including:
 - a. New residential development projects of more than fifty (50) units, whether by detached single family residential structures, condominiums, apartments, townhouses or other dwelling units; and
 - b. Development projects on existing residential developments of more than fifty (50) units, including, but not limited to, new construction, additions, expansions, remodels, façade improvements, interior tenant improvements, alterations, repairs, removals and demolitions. The term "residential development" is defined to include all those listed within Title 17 of the Montebello Municipal Code.

Exceptions. The requirements of this chapter shall not apply to the following activities or projects:

1. Public projects undertaken by any agency of the City, State, County, School District or any other governmental entity;
2. Reconstruction of structures that have been damaged by fire, flood, wind, earthquake or other calamity;

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3. 100 percent affordable housing developments receiving City, State or Federal assistance;
 4. Performing arts facilities;
 5. Museums;
 6. Senior housing projects; and
 7. Projects owned and developed exclusively by nonprofit organizations qualified under Section 501(c)(3) of the United States Internal Revenue Code. Organizations must provide the following to be granted an exemption:
 - a. A certificate of filing, certificate of status, certificate of incorporation, or exemption determination letter of the California Secretary of State (Revenue and Taxation Code Section 26451.3 provides that the Exemption Application FTB3500, together with any supporting documents, shall be open to public inspection, if granted); or
 - b. A determination letter of Internal Revenue Service (IRS) recognition of their Section of 501(c)(3) exempt status (an organization that submits an application to the IRS and has it approved must make a copy of the application and supporting documents, as well as, any letter issued by the IRS, available for public inspection).
- C. Requesting an Exemption. When a project applicant seeks an exemption from the requirements of this chapter, they must do the following:
1. Once a project applicant is made aware of the requirements of this chapter and the qualifying project developments that trigger such requirements, they must within thirty (30) days send a letter to the Director stating why the project applicant feels that the project should not be subject to the requirements established in Section 17.79.040 and that an exemption is requested.
 2. The Director will provide the exemption request to the Art in Public Places Advisory Consultant for review. Once the Consultant has reviewed the request, it shall forward its recommendation to the Planning Commission for final decision.

17.79.050 - Processing.

The requirements and procedures for the processing of an Art in Public Places application shall be as follows:

- A. When a project application is submitted to the Planning and Community Development Department, the application shall be processed pursuant to the ordinance codified in this chapter and an Art in Public Places application form will be provided.
- B. Thereafter, the project applicant shall submit to the Department a completed Art in Public Places application form. Guidelines for the submission of all applications required under this chapter are listed in Section 17.79.070.
- C. Upon receipt of the Art in Public Places application, the Department shall maintain proof of the filing. If the project applicant has chosen to acquire and install artwork, the Consultant will review the application, which shall include a proposal that details the artwork. The application shall be reviewed and deemed complete by the Director of Planning and Community Development or designee prior to review by the Art in Public Places Advisory Consultant.
- D. The Art in Public Places Advisory Consultant shall review all proposed artwork and make its recommendation to the Director for action based on the following findings:
 - 1. Complies with the provisions of this chapter;
 - 2. Protects the general health, safety and welfare of the city; and
 - 3. Meets requirements of artistic merit.
- E. Any person interested in and affected by the proposed artwork may file written protests or objections with the City Clerk prior to the issuance of a permit by the City, per instructions provided in the application package. Each such protest or objection must contain a description of the property and artwork being appealed. Upon the hour and date set for the final review, the City's City Manager ("City Manager") shall hear and pass upon the application together with any objections or protests that may be raised by any person.
- F. The Director, based upon the guidelines set forth in Section 17.79.070, approve, approve in part, conditionally approve or deny the application.

- G. The final decision by the Director shall be confirmed by Director's Determination. Said determination shall include a finding of whether the cost or value of the artwork equals or exceeds the amount of the in-lieu contribution which the applicant seeks to satisfy. The decision of the Director on the application shall be final and conclusive (unless an appeal has been filed with the City Clerk in conformance with paragraph E) with authority to revoke permits for non-compliance.
- I. When the project applicant has elected to acquire and install an artwork, the building permit shall not be issued until the Director has approved the Art in Public Places application, and occupancy shall not be allowed until the approved work of art has been installed unless an in-lieu fee is paid as a deposit in the full amount of the artwork cost or value as required in section 17.79.030.A to secure the proper installation of the artwork within a reasonable period of time as specified by the Director
- J. When the project applicant has elected to pay an in-lieu fee to the Art in Public Places account, a building permit shall not be issued until such fee has been paid, unless otherwise authorized by the Director.

17.79.060 – Art in Public Places Advisory Consultant

An Art in Public Places Advisory Consultant shall be selected by the City Council to review the applications and examine the proposals for public safety, weather resistance, compliance with program, verification of value, public response, proper lighting, public accessibility, relevance, installation methods, proportion, composition, the artist's previous experience, and the artist's art training and exhibition record.

17.79.070 - Guidelines for approval of artwork.

Guidelines for the approval and maintenance of artworks shall include, but are not limited to, the following criteria:

- A. The composition of the proposed artwork shall be of a permanent material which will be durable against vandalism, theft, weather and will require a low level of maintenance. The property owner shall maintain insurance for the artwork at all times equivalent to the current market value of the artwork.
- B. The artwork shall be complimentary to its surrounding environment, including adjacent buildings, landscaping, and other natural features, as it relates to scale, proportion, material, form and content.

- C. The artwork shall be designed and constructed by persons experienced and trained in the production of such artwork and recognized by art critics and by his/her peers as one who produces works of art.
- D. The artistic merit of the artwork proposal will be evaluated by the Art in Public Places Advisory Consultant. Examples of the artist's past work, such as, solo and group exhibit records, records of the artist's work in private and public collections, art training, art education and printed critiques of past work, must be provided. Examples of similar work by the artist will be reviewed by the Art in Public Places Advisory Consultant. Verification of the purchase price of past works will serve to help validate the fair market price of the proposed commissioned artwork. The proposed artwork shall be submitted in the form of a 3-D model, color renderings or perspective drawings, from various viewpoints, subject to the review of the Director of Planning and Community Development or designee.
- E. Placement of the artwork in a public place on or in the vicinity of the project site as approved by the Director pursuant to this chapter shall be showcased at the project site to allow for unobstructed viewing from as many angles as possible and shall serve as a focal point of the project site. Once the artwork has been installed, the property owner shall not obstruct viewing of any or all of the artwork. Owner may temporarily obstruct the piece in order to perform maintenance or repairs of the artwork.
- F. The artwork shall be maintained by the property owner in a safe, neat and orderly manner acceptable to the City. The property owner shall obtain from the artist maintenance instructions to follow including methods to maintain the artwork and the frequency of maintenance.
- G. In the event that any artwork placed on the development as a result of the ordinance codified in this chapter is removed or destroyed, developer shall, within one hundred eighty days (180) of the removal or destruction, replace it with artwork which meets the requirements of this chapter. The replacement artwork must be equal in value to the removed/destroyed artwork's fair market value immediately prior to its removal or destruction.
- H. The artwork shall become the property of the City of Montebello prior to the issuance of a certificate of occupancy by the Building and Safety division.
- I. Prior to issuance of a certificate of occupancy for projects subject to the Art in Public Places requirement, the property owner, at his/her expense, shall: (1)

install the artwork; (2) execute and record with the Los Angeles County Recorder covenants, conditions and restrictions in form and content approved by the City Manager and the City Attorney providing, among other things, that the artwork is the property of the City of Montebello and that property owner and its successors, heirs and assigns shall maintain the artwork as required by subsection (F) above; (3) indemnify, defend and hold the City, its officers, employees and agents and related parties harmless from any and all claims or liabilities arising out of the artwork; and (4) maintain in the City Clerk's office a certificate of public liability insurance, naming the City as an additional insured in an amount not less than one million dollars (\$1,000,000).

- J. Expressions of obvious bad taste or profanity, which would be likely be offensive to the general public, are unacceptable.
- K. Each piece of artwork shall be identified by a plaque at the site of an appropriate size and scale to the piece. The plaque shall be made of cast metal and then placed in a location near the art piece listing the title of the piece, the artist, the date, and the Montebello Art in Public Places program.
- L. When selecting the location for artwork purchased through the Art in Public Places account, preference shall be given to publicly accessible public places. This would include libraries, parks, office buildings, sidewalks, traffic islands, etc. Lobbies, plazas, adjacent open spaces or exterior treatment of publicly owned buildings shall be potential sites, but the offices themselves of publicly owned buildings shall not be considered acceptable sites.
- M. The following items are not to be considered as artwork:
 - 1. Art objects or antique objects that are mass-produced from a standard design;
 - 2. Reproductions of original artworks, with respect to copyrights and any other clearly defined residual rights, when not an integral part of an artwork or concept as presented in early design and concept phases;
 - 3. Decorative, ornamental or functional elements that are designed by the building architect, as opposed to, an artist commissioned for the purpose of creating the artwork; or
 - 4. Ornamental planting, except where these elements are designed or approved by the artist and are an integral part of the artwork by the artist.

17.79.080 - Art in Public Places account.

- A. Accounting. Any monies collected by the City in accordance with the in-lieu contribution provisions of this chapter shall be deposited in a separate account denominated as the "Art in Public Places Account." The City Manager, Director of Finance, or designee shall establish accounting records sufficient to identify and control these funds. Furthermore, the City Manager, Director of Finance, or designee shall have discretion over how to account for the in-lieu monies, as per current accounting pronouncements and recognized best practices.
- B. Use of Account. The Art in Public Places Account shall be used to provide sites for, and artwork in public places in order to further the intent and purpose of this chapter as set forth in Section 17.79.010.
- C. Permissible Expenditures. Expenditures of funds shall be strictly limited to the following enumerated uses:
 - 1. The cost of artwork and its installation;
 - 2. Plaques for each artwork, as required by 17.79.060.K of this chapter;
 - 3. Educational, promotional and any other such materials relating to artworks funded through the Art in Public Places account;
 - 4. Frames, mats, pedestals and other objects necessary for the proper presentation of the artwork;
 - 5. Walls, pools, water features, planting, lighting, architectural or landscape architectural elements, and other objects necessary for the proper aesthetic and structural placement of the artwork;
 - 6. Maintenance and repair of artworks funded through the Art in Public Places account;
 - 7. Events and ceremonies regarding the artwork to promote community awareness, outreach and education; and
 - 8. Administrative expenses, including, but not limited to, legal, art consultant fees, research, travel costs and appraisal fees, to otherwise implement, uphold or carry out any provision of this chapter.
- D. Administration.

1. The Art in Public Places account shall be managed and administered in the same manner as all of the City's accounts.
2. The Art in Public Places Advisory Consultant shall make recommendations to the Director concerning the purchase or commissioning of artworks, including:
 - a. Places which should be considered for artworks; and
 - b. The medium of the proposed artwork; and
 - c. The artist whose work should be considered for placement in the recommended location;
 - d. The subject matter and theme of the artwork; and
 - e. The composition of the artwork.
3. Selection of artists and artworks shall be based on the guidelines set forth in Section 17.79.060.
4. The City will contract with the artist and with consultants, as necessary, for the purchase or commissioning, as well as, the execution and installation of the artwork.
5. On-site activity in connection with the artwork installation shall be coordinated by the Director or designee.

SECTION 3. INTERNAL CONSISTENCY. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 4. 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 decision.

SECTION 5. SAVINGS CLAUSE. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall constitute a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinance.

SECTION 6. IMPLEMENTATION. The City Council hereby directs staff to apply this Ordinance to any applications and requests submitted on or after the effective date of this Ordinance and that pending applications and requests submitted prior to the effective date of this ordinance, which have not been approved, be processed under the provisions of this ordinance.

SECTION 7. CEQA FINDING. 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. 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). Based on these findings, the City Council hereby adopts a CEQA exemption under § 15061(b)(3).

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 9. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED ____ day of _____ 2023.

David N. Torres, Mayor

ATTEST:

Christopher Jimenez, City Clerk

ORDINANCE NO. 2465

Page 14 of 14

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the ___ day of _____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

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: Establishment of Art in Public Places Program and Committee and Modification to Sign Standards

Project Location: Citywide

Case Number(s): ZCA No. PC-2021-0005-ZCA & ENV No. 105-21-CE

Description of Nature, Purpose, and Beneficiaries of Project: A Zone Code Amendment (“ZCA”) to modify the Montebello Municipal Code (“MMC”) to establish an Art in Public Places Program and Advisory Committee, modification to Section 17.62.050 of the MMC to remove “murals” from the list of prohibited signs, and adoption of a CEQA Exemption under § 15061(b)(3)

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

Name of Person or Agency Carrying Out the Project: City of Montebello

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: 15061(b)(3)

Justification for Project Exemption:

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. 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).

Lead Agency Contact Person: Jessica Serrano, Planning Manager

Area Code/Telephone/Extension: (323) 480-8017

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 # 13

**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: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4129 WITH SCS ENGINEERS FOR ENVIRONMENTAL ENGINEERING SERVICES FOR TECHNICAL REVIEW AND ANALYSIS OF THE BROWNFIELD OVERLAY DISTRICT/CHAPIN ROAD LANDFILL AREA

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4129 with SCS Engineers for Environmental Engineering Services for Technical Review and Analysis of the Brownfield Overlay District/Chapin Road Landfill Area;
2. Authorize the Acting City Manager to execute Professional Services Agreement No. 4129 with SCS Engineers for an amount not-to-exceed \$125,000; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$125,000 in Account No.100-50-500-6040.80 (General Fund, Community Development, Administration, Engineering Services); and
4. Take such additional, related, actions that may be desirable.

FISCAL IMPACT:

Through a competitive Request for Proposals (RFP) process (Attachment A), SCS Engineers was chosen to perform the required services. Please refer to the "Analysis" section of this report for detailed information regarding the RFP process and related scoring in connection with this RFP.

The attached Professional Services Agreement (Attachment B) has an initial term of two (2) years with an option for a one (1) year extension. If approved, the total amount of this agreement shall not exceed \$125,000. The recommended actions also require amending the Fiscal Year 2023-24 budget by increasing appropriations by \$125,000 in

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

Page 2 of 4

Account No.100-50-500-6040.80 (General Fund, Community Development, Administration, Engineering Services). At the time of budget development, the RFP evaluation, scoring and decision process had not been completed. It was not until the start of Fiscal Year 2023-24 that the evaluation was completed, a consultant firm was chosen, and a professional services agreement with ensuing pricing could be negotiated and finalized.

The following table is a breakdown of tasks and associated costs included in the professional services agreement:

Task	Description	Cost
Task 1	Review all reports and data related to the subject site.	\$ 29,500
Task 2	Develop recommendations for further study and investigation	\$ 15,340
Task 3	Develop recommendations for remediation.	\$ 15,140
Task 4	Review compliance with existing legislation.	\$ 15,140
Task 5	Review viability and requirements to repair public roads.	\$ 26,910
Task 6	Develop a Stormwater Masterplan for the area.	\$ 20,183
Task 7	Identify funding sources for additional study, remediation.	\$ 2,500
		\$124,713

BACKGROUND/DISCUSSION:

The Brownfield Overlay District/Chapin Road Landfill (collectively, the “Brownfield Area”) is located in the southern portion of the City of Montebello and was in operation from 1940 until its closure in the mid-1950s. Prior to 1940, the site was used for agricultural purposes, although there may have been some informal dumping within the Brownfield Area as well. From 1940 through 1955, a portion of the Brownfield Area was used as a landfill. Following its closure, the site was used for industrial chemical blending and mixing from 1960 to 1987. The Chapin Road Landfill is currently recognized as a pre-regulation closed Landfill.

The City wishes to ensure the safety of all adjacent residents, visitors, employees, and businesses occupying the Brownfield Area as well as the surrounding areas. Because previous analysis related to the Brownfield Area is dated and there has been a significant change in personnel since the origination of those studies, the City is now seeking a qualified environmental engineering firm to conduct an updated fundamental analysis regarding the environmental status of the former landfill, including the Brownfield Area, and surrounding areas. This would include determining whether any further

investigations would be needed to ensure safety measures are required such as methane mitigation and other related best management practices.

RFP No. 23-9 is intended to hire the most qualified environmental engineer to perform a holistic and comprehensive analysis of the Brownfield Area. The City of Montebello is interested in fully understanding the presence of any potential environmental contamination in the soil, air, groundwater, or existence of hazardous material; recommended investigation/remediation, and the associated risks involved, if any, to the adjacent residents and the businesses occupying the site.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

On March 22, 2023, the City Council conducted a special study session regarding the Brownfield Area and authorized the issuance of a RFP for Environmental Engineering Services to conduct a comprehensive review of the Brownfield Area and perform additional analysis as needed. RFP No. 23-9 was issued on March 27, 2023. The solicitation was advertised on PlanetBids and included on the City's website.

By the closing date of May 1, 2023, the City received three (3) proposals in response to RFP 23-9. An evaluation committee was established to review each reply and interview each firm. The evaluation committee consisted of the Director of Planning and Community Development, the Assistant Director of Planning and Community Development, and the Assistant Director of Public Works. The proposals were evaluated based upon several factors: 1) Responsiveness to the RFP; 2) Organization and Technical Qualifications of the Team; 3) Relevant Experience and Expertise; 4) Understanding and Approach; 5) Professional Reputation of the Firm.

On July 11, 2023, separate interviews were conducted by the evaluation committee with all three firms. Questions were posed to each firm to assess who was the most qualified based upon the rating factors previously identified. Subsequently, contacts with listed references were conducted by City staff. After interviews and contacting references, SCS Engineers was selected. SCS Engineers demonstrated the most experience with local municipal agencies; experience working with similar government agencies; clearly stated project schedule and received favorable feedback from all references.

The scoring resulted in the following ranking:

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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Rank	Firm
1	SCS Engineers – Long Beach, CA.
2	Project Navigator – Tustin, CA.
3	OneAtlas – South El Monte, CA.

It is important to note that on May 17, 2023, City staff applied to the United States Environmental Protection Agency (“EPA”) and was successfully selected for the Targeted Brownfields Assessments (“TBA”) program. The TBA program is intended to provide direct technical assistance to assist municipalities in minimizing the uncertainties of contamination often associated with identified Brownfield areas. Technical services provided to the City specifically for the Brownfield Area through the EPA’s TBA program include, among other things, site assessments, options for potential remediation, as well as community outreach.

The EPA's TBA program does not provide direct funding (i.e., grant award), but instead provides "in-kind" technical services. Use of the technical services may help offset certain costs associated with the professional services agreement, or those of City Staff managing the project. Staff will work with the EPA, including its technical consultant team, and SCS Engineers to offset any costs that can be absorbed through the technical assistance program to alleviate any costs to the City's General Fund in connection with Professional Services Agreement No. 4129.

SUMMARY:

It is recommended that the City Council authorize the award of Professional Services Agreement No. 4129 to SCS Engineers to provide necessary environmental engineering services in the not-to-exceed amount of \$125,000 for an initial term of two (2) years, and Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$125,000 in Account No.100-50-500-6040.80 (General Fund, Community Development, Administration, Engineering Services).

ATTACHMENT(S)

1. Attachment A_RFP 23 - 9 - Environmental Engineering Services (Final)
2. Attachment B_Professional Services Agreement No. 4129_SCS Engineers (08-31-2023)
3. Attachment C_Proposals for RFP No. 23-9

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 23 – 9

**Environmental Engineering Firm to Conduct a
Comprehensive Review of the Brownfield
Area/Closed Chapin Road Landfill & Perform
Additional Analysis As Needed**

Release Date: Monday, March 27, 2023
Due Date: Thursday, April 27, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Firms to submit a proposal under this Request for Proposals (RFP). Responses to this solicitation will be evaluated to determine qualifications. Submissions must adhere to the format and content described. Proposals will only be evaluated if all requested information is submitted in a complete package. 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.

THE DATE OF SOLICITATION

March 27, 2023

THE PROJECT

Environmental Engineering Firm to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As Needed

OWNER/PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development

1600 West Beverly Boulevard

Montebello, CA 90640

Attn: Joseph A. Palombi, Director of Planning/Community Development

Contact Phone: (323) 887-1200 ext. 493

Contact E-Mail: jpalombi@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, April 12, 2023, at 11:00 a.m. PST. Prospective 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.ca.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – Map of the Brownfield Area/Chapin Road Landfill

Appendix D – Map of the Montebello Brownfield Overlay District

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified firms to conduct a comprehensive review of the Brownfield Area/closed Chapin Road Landfill and perform additional analysis as needed. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23 – 9. 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.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective bidders must register their business with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, April 12, 2023, at 11:00 a.m. PST.**

*****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*****

Responses must be submitted via PlanetBids by **Thursday, April 27, 2023, at 11:00 a.m. PST.**

Responses to this request 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 Brownfield Area/Chapin Road Landfill was located in the southern portion of the City of Montebello and operated from 1940 until its closure in the mid-1950s. Prior to 1940, the site was used for agriculture purposes, although there may have been some informal dumping on the site. From 1940-1955 a portion of the site was used as a landfill. Following its closure, the site was used for industrial chemical blending and mixing from 1960 to 1987.¹ The Chapin Road Landfill is currently recognized as a pre-regulation closed Landfill.

The approximately 25-acre former Chapin Road Landfill sits within a larger, approximately 55-acre Brownfield Area in the City's industrial area located in the southeast corner of the City of Montebello. Generally bounded by Bluff Road on the east, Maynard Way, and Slauson Avenue on the north and south, respectively, the Chapin Road Landfill is bisected by Chapin Road. The Rio Hondo Spreading Grounds and Channel are immediately to the east of the subject area. Depth to groundwater beneath the site varies from 40 to 80 feet below grade. Regional groundwater flow is expected towards the southwest. A groundwater production well located in the northeast corner of the site provides drinking water for local residents. Several additional water supply wells are located within 1 mile of the site.²

The subject site, an oblong-shaped location with Chapin Road running down the center, is occupied by approximately 27 operating businesses on 25 parcels. Three satellite parcels bring the total parcels affected to 28. The businesses operating on the site are predominately heavy trucking uses.

The on-site infrastructure consists of:

- A loop road of Chapin Road to Maynard Way to Bluff Road;
- Limited traffic control with a controlled signal at Chapin Road and Slauson Avenue, three stop signs at Union Street and a stop sign on Bluff Road at Slauson Avenue;
- Sewer lines along Bluff Road and along the railroad tracks adjacent to Chapin Road; and
- Electric power, water and phone services throughout.

There are no storm drains or stormwater controls within the subject site. Also, Chapin Road is not served by a direct sewer line. Septic tanks serve the majority of businesses in the area.

¹ Department of Toxic Substance Control's website EnviroStor.

² State Water Resources Control Board's website GeoTracker.

The City was awarded two U.S. Environmental Protection Agency (EPA) grants in 1998 and 2004 to conduct Phase I and Phase II studies to evaluate soil, soil gas and the groundwater condition at the site. Studies were conducted including soil borings and the use of ground water monitoring wells throughout the site. The Chapin Road Landfill is regularly inspected by the Local Enforcement Agency (Los Angeles County Department of Public Health - Environmental Protection Branch, Solid Waste Inspection and Enforcement).

The City of Montebello wishes to ensure the safety of all adjacent residents, visitors, employees, and businesses occupying the subject site. Because the most recent analysis is somewhat dated and there has been a significant change in personnel since the origination of previous studies, the City is now seeking qualified firms to help give an up to date and accurate picture of the environmental status of the landfill and surrounding areas. This would include determining whether any further investigations would be needed to ensure safety measures are required, including, but not limited to, methane mitigation and best management practices.

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 that provides 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, March 27, 2023 |
| • Online Q&A Deadline | Wednesday, April 12, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, April 27, 2023, at 11 a.m. PST |
| • City Review of Submissions | Early May 2023 |
| • Interviews with Firms | TBD (If Necessary) |
| • Notifications Sent to Firms | Mid/Late May 2023 |
| • Award | Late May/Early June 2023 |

4.0 Purpose

The purpose of this "RFP" is to solicit proposals from highly qualified firms to conduct a comprehensive review of the Brownfield Area/closed Chapin Road Landfill, including review of existing documentation, the performance of additional testing as needed, and characterization of the status of the areas. Additionally, the qualified Firm will be asked to review compliance with existing legislation (including SB 205 Business Licenses: Storm

Water Discharge Compliance) and determine the viability of road improvements and the introduction of stormwater infrastructure to ensure compliance with applicable laws.

5.0 Scope of Work/Services

The purpose of the Request for Proposals is to solicit proposals from qualified firms to perform a holistic and comprehensive analysis of the Brownfield Area/Chapin Road Landfill. The City of Montebello is interested in fully understanding the presence of any potential environmental contamination in the soil, air or groundwater; recommended investigation/remediation; and the associated risk involved, if any, to the adjacent residents and the businesses and employees occupying the site. The project scope includes the following specific tasks:

1. **Review all relevant reports and data related to the subject site.** There are several studies and analysis that have been performed over the years as well as periodic involvement of several regulatory agencies including the U.S. Environmental Protection Agency, CalRecycle (and Los Angeles Department of Public Health as the Local Enforcement Agency), California Department of Toxic Substance Control and the Los Angeles Region Water Quality Control Board. The scope includes a review and coherent collection of all pertinent information from all sources to help fully understand what has already been studied. According to the State Water Resources Control Board, there is a groundwater production well located in the northeast corner of the site that provides drinking water for local residents. In addition, there are water supply wells located within one (1) mile of the site. The review of relevant reports and data should specifically include an assessment of groundwater data to determine if there is the potential for site contributions to groundwater contamination.
2. **Develop recommendations for further study and investigation.** Following review of existing documentation and data, develop recommendations for further study and investigation based on findings, if necessary, to develop a complete status of the condition of the subject area in all three areas of concern: soil; soil gas; and groundwater to ensure the safety of residents and employees, adjacent waterways and groundwater resources. Recommendations should include justification and support for additional studies, or why additional studies are not necessary.
3. **Develop recommendations for remediation.** Following Tasks 1 and 2 above, develop recommendations for remediating the subject project area to minimally safe levels and suggestions for additional remediation to allow greater levels of development. If no remediation is necessary to meet minimally safe levels, the firm's report should list reasons for the conclusion.
4. **Review compliance with existing legislation.** The scope includes a review of

existing legislation related to closed landfills and current compliance by both the City and property owners. An example would include California Senate Bill 205 - Business Licenses: Storm Water Discharge Compliance. Review should include federal, state and local law.

5. **Review viability and requirements to repair public roads within the subject project area.** The roadways throughout the subject project site have deteriorated over the years. Two major depressions exist along Chapin Road and the condition of the streets is generally sub-standard. Proposals should include recommendations on actions necessary for a rehabilitation program of the interior roads (i.e. scope of remediation and/or structural reinforcement necessary to reconstruct the roads).
6. **Develop a Storm Water Masterplan for the area.** There currently is no storm water infrastructure within the subject project site. To ensure run-off water from the area is appropriately controlled and disposed of, proposals should include a preliminary evaluation of the need for such a network and actions necessary to develop and build the infrastructure. Recommendations should include justification and support for the need to introduce storm water infrastructure or not.
7. **Identify funding sources for additional study, remediation and brownfield development.** Depending on the outcome of the review and analysis phase of the project, there may be a need for more testing and or remediation as well as future development of the site. It would be helpful to have identified potential funding sources (including grants and other assistance programs) to implement these recommendations.

To the extent a proposer believes there are additional tasks necessary to develop a comprehensive report on the status and environmental characterization of the former landfill site, they should be included in the proposal with justification and support as to why it is being recommended.

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 are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Department of Community Development and Planning 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:

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline, firms will be evaluated and the best-qualified environmental engineer(s) or Firm (s) will be invited to participate in an interview.
2. Selection Criteria: The City will select a Firm to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals and completion of the interview process. The selection process is based on a determination to engage the firm that is deemed most qualified with demonstrated experience in preparing and implementing a comprehensive review of the Chapin Road Landfill as outlined in this request, including, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to this RFP.
 - b. Experience: The Firm will provide information on knowledge of preparing and implementing such a review and analysis in accordance with applicable rules, guidelines, and laws related to pre-regulation closed landfills.
 - c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
 - d. Performance: The Firm must demonstrate the ability to produce a timely and high-quality product.
 - e. Insurance Requirements: Proposals should include a statement demonstrating the Firm's ability to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (Attachment A)
3. Interviews: Selected candidates may be invited for an interview (optional). City staff will confirm dates/times via e-mail or formal communication/letter.
4. Approval and Execution: Upon identification of a preferred environmental engineering Firm, a professional services agreement in substantially the same form as Appendix B – Professional Services Agreement Sample will be presented to the City Council for consideration and execution by the City Manager or designee.

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 the proposal opening. The most common types of protest that might

be filed before a proposal opening would 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@cityofmontebello.com

B. The protest must contain the factual and legal reason(s) for the protest 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 prior to the resolution of the protest unless it is determined that:

- The items 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 response will be provided by the Director of Finance and will 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 make the final determination regarding 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 Firm 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 Proposer 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 just cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

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 firm 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 firm 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**A. Certificate of Insurance**

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the firm must provide the following endorsements:

i. **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 firm'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.

ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled 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).

iii. **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, involve 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 Non-Commitment of City

While the City has every intention 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.

12.0 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.

13.0 Records

The Firm agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Firm to audit any performance aspect under this agreement.

14.0 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. Any and 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 Contractor's insurance.

15.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the term of the agreement. 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.

16.0 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, firm, corporation, association, or other entity or to 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.

17.0 City of Montebello Rights

In 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 permitted by law.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Professional Services Agreement Sample

Appendix C – Map of the Brownfield Area/Chapin Road Landfill

Appendix D – Map of the Montebello Brownfield Overlay District

City of Montebello
Environmental Engineering Firm to Conduct a Comprehensive Review of the
Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As
Needed
RFP No. 23-9

Appendix A – Proposal Content and Format

Proposal Content

Firms shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals which contain, at a minimum, the following information in clearly marked sections:

Section 1. A cover letter that identifies the firm's name, address, phone number, email address, and identifies a proposal point of contact.

Section 2. A description of the environmental engineer or firm and relevant qualifications, including work on landfill closure and remediation, with an overall approach, methods, and strategies for completing each task.

Section 3. A tentative schedule for implementation and completion of each task.

Section 4. A summary of recent projects or studies of similar character and complexity.

Section 5. Provide a list of government agencies where you have completed environmental studies and analysis within the last five years or similar services requested. Provide the name and description of the project and a specific reference person to contact.

Section 6. Provide a proposed fee for each task outlined in the RFP.

All proposals must be submitted using the PlanetBids Portal by Thursday, April 27, 2023, at 11:00 a.m. PST. It is highly encouraged that proposals are submitted before the deadline to avoid any technical difficulties encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the format requirements.

The City strongly encourages respondents to thoroughly review their proposals before submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ x 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page requirement does

not include the cover letter, or any items included as additional attachments.

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, **202** (“Effective Date”), by and between the CITY OF MONTEBELLO, a California municipal corporation (the “CITY”) and _____ (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 _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

- a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:
 1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
 2. RFP No. _____
 3. Proposal referenced and Best Final Offer received by the successful proposer.
 4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.
- b. These documents shall be collectively referred to herein as the “Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello

(insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").
- c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office

notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

- a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be

corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

- a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The

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

- b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:
- City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]
- Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.
- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
- h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced

with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email: [ENTER EMAIL ADDRESS]

With a copy to: City of Montebello – Department Name
Attn: Name and Title of Department Head
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: [ENTER EMAIL ADDRESS]

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

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]

SAMPLE

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

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

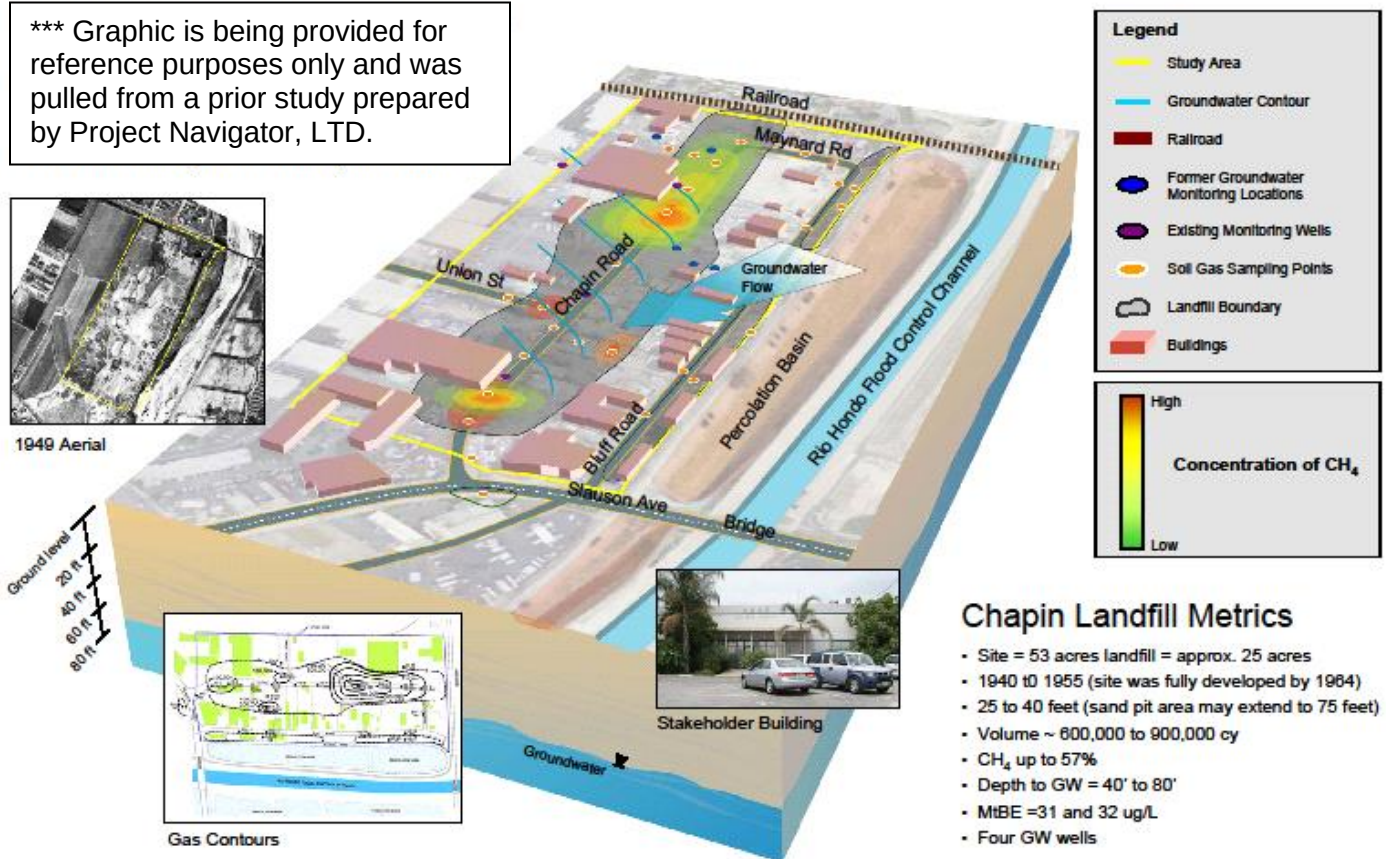
SAMPLE

Map of the Brownfield Area/Chapin Road Landfill

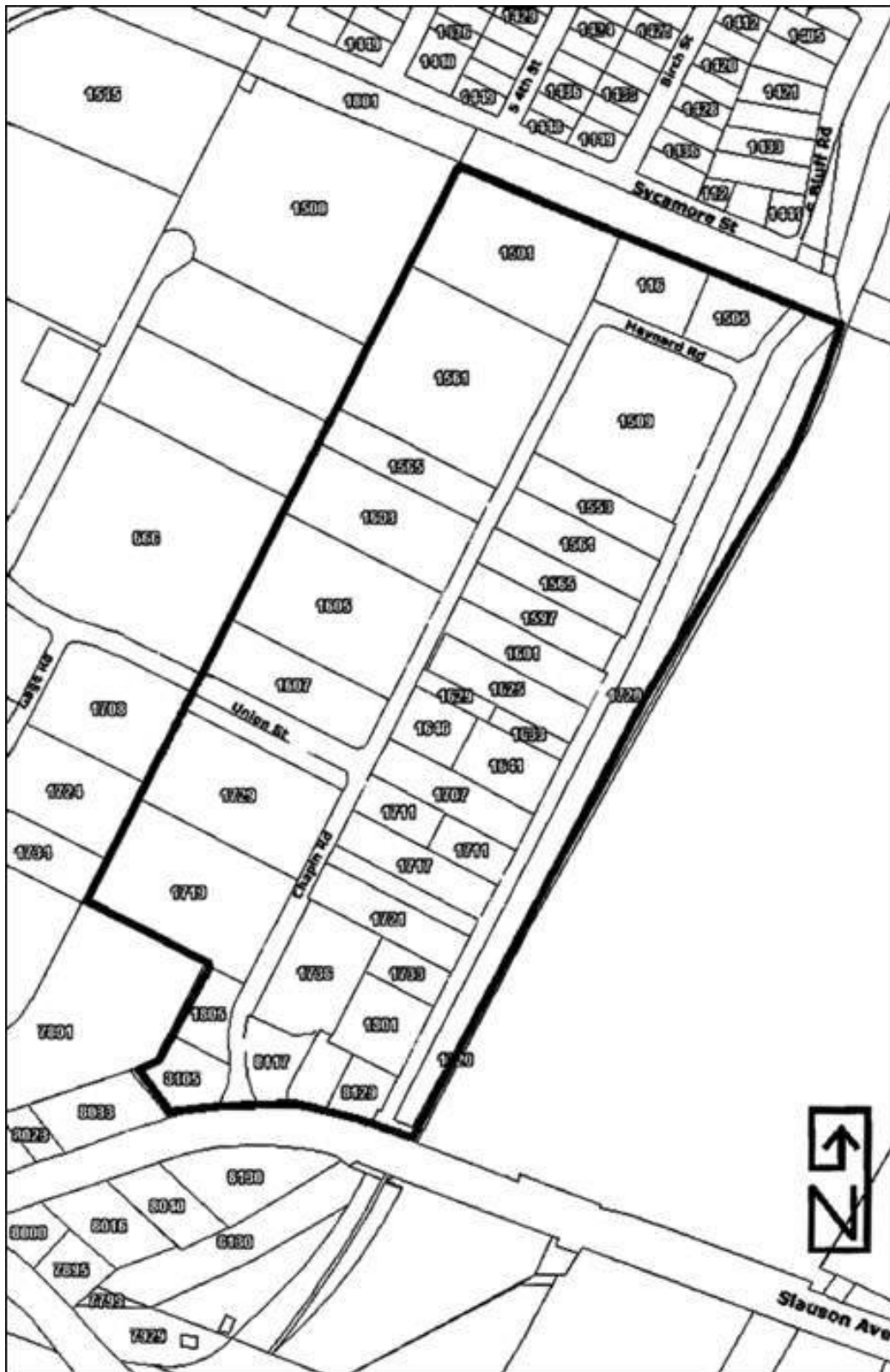
Figure 4

Chapin Road Landfill Site Conceptual Model (SCM)

*** Graphic is being provided for reference purposes only and was pulled from a prior study prepared by Project Navigator, LTD.



Map of the Montebello Brownfield Overlay District



*** Graphic is generated from the Montebello Municipal Code Chapter 17.49 and is being provided for reference purposes only.

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4129
WITH STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on September __, **2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **STEARNS, CONRAD & SCHMIDT CONSULTING ENGINEERS, INC., dba SCS Engineers** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional environmental consultant to perform a comprehensive review of the Brownfield Area/Closed Chapin Road Landfill the CITY and related services; and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process, Request for Proposals ("RFP") No. 23-9, (City of Montebello RFP No 23-9).

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. This Agreement consists of the recitals, the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide a comprehensive review, analysis and

PROFESSIONAL SERVICES AGREEMENT NO. 4129

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recommendations regarding the Brownfield Area/Closed Chapin Road Landfill in the City as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 on _____ from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

f. CONSULTANT shall be entitled to rely on information provided by CITY. SCS shall be entitled to seek equitable adjustment in the price and schedule if conditions differ materially from information provided and relied upon by CONSULTANT.

g. In the event CONSULTANT is required to perform any work at the Site, at no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to CONSULTANT, nor shall any provision of this Agreement be interpreted to permit or obligate CONSULTANT to assume the status of a "generator," "owner," "operator," "transporter," "arranger," or "treatment, storage or disposal facility" under state or federal law.

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; provided however that CONSULTANT shall be entitled to retain archival copies of all such information on computer systems or hard drives, tapes or memory or other electronic forms of information retention processes or equipment used for back-ups in the normal course of business so long as any such Confidential Information is kept confidential subject to the terms. 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 this Agreement by 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. If the defaulting party fails to satisfactorily cure the default, 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 thirty (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 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. ADDITIONAL SERVICES.

Any additional services or changes to the Services shall be subject to written agreement of the parties. An equitable adjustment in CONSULTANT'S compensation and schedule shall apply to all changes in the Scope of Services.

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 applicable to the Services under this Agreement. 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4129

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

i. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insured's. All of the policies required under this

PROFESSIONAL SERVICES AGREEMENT NO. 4129

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Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

n. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement

shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties under the laws of the State of California. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

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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 which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications and intellectual property, shall survive the expiration or termination of this Agreement.

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.

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, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ASalazar@montebelloca.org

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200 ext.412
Email: MSolorza@montebelloca.org

If to Consultant: SCS Engineers
Attn: Justin Rauzon
3900 Kilroy Airport Way, Suite
(562) 637-4530
Email: jrauon@scsengineers.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]

PROFESSIONAL SERVICES AGREEMENT NO. 4129

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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

SCS ENGINEERS

Arlene Salazar, Acting City Manager

Name:

Vice-President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Compensation

Exhibit “A”

Scope of Services

PROJECT APPROACH, METHODS, AND STRATEGIES

SCS understands that the Chapin Road Landfill/Brownfield Area has long needed attention and SCS is excited that now is the time. We are ready to be a partner and help the City achieve its various goals. We understand that issues associated with the landfill have been recognized for a while and have been postponed for a variety of reasons. The issues to be dealt with are varied. They include legacy environmental issues related to the landfill, environmental issues related to non-landfill current and historical operations, and general infrastructure challenges.

Based on SCS’ review of available information, the project area currently exists as a pre-regulation Landfill, since it ceased operations prior to November 27, 1984, the effective date of Title 27 of the California Code of Regulations (Title 27). When it was in operation, the Landfill was subjected to permit requirements related to the types of wastes it could receive and the permissible depth to which waste could be placed. Regulations at that time were significantly different from the current requirements for landfills regulated under Title 27. The Landfill was closed in accordance with the limited regulations in effect at the time of closure (which required little more than a suitable cap). Moreover, post-closure maintenance requirements for pre-regulation landfills are much more limited than requirements for modern landfills.

Increased development on and near landfills that were once on the outskirts of urban Los Angeles has grown more common. The project area represents one of the more complicated such scenarios because the overlying land was subdivided into more than two dozen parcels and developed with industrial businesses shortly after the Landfill was closed. This created a situation where there are numerous part-owners of the closed Landfill and the structures built on these parcels were not designed in accordance with modern requirements for building on and near landfills (e.g., without methane barriers or vapor intrusion mitigation systems).

While the project area represents a particularly complex scenario, given the numerous landowners, the need to manage closed, abandoned, and inactive pre-regulation landfills is common. As a result, the LARWQCB has established general Waste Discharge Requirements (WDRs) for post-closure maintenance of inactive non-hazardous waste landfills. The WDRs specifies conditions under which a pre-regulation landfill may be required to comply with Title 27 formal closure requirements. Generally, these conditions take effect when there is a proposed site development or land use change that jeopardizes the integrity of the existing landfill cover; when water quality impairment is found as part of a groundwater monitoring program, or when nuisance conditions exist that warrant such activity.

The RFP identified completion of at least 7 Tasks, with Task 8 as a placeholder for additional recommended items. We have followed that Task structure in the narrative provided below.

Task 1

Review all relevant reports and data related to the subject site.

Considerations

Review and technical analysis of environmental reports is the core of SCS' environmental services practice. We will want to build on the existing knowledge base to identify issues regarding the site. SCS excels at careful review of voluminous past investigations to assess known and potential environmental impacts, as well as evaluation of alternatives to manage environmental problems. Solutions often range from no action to integration of remediation with redevelopment plans designed to economically revitalize an area. Landfills present inherently complex environmental issues that, in most cases, require ongoing management challenges, as opposed to non-landfill environmental issues that might simply be remediated.

In our informal work with the City to date, SCS has already reviewed some of the past reports, including information related to the U.S. EPA Brownfields Assessment Grant from October 1, 1998 and public records available for the Chapin Landfill on the State Water Resources Control Board (SWRCB) GeoTracker website (GeoTracker ID: SL163782346). There have been other investigation activities, the results of which were not readily available for this proposal effort.

Given the Landfill history and post-Landfill industrial operations, there exists a significant potential for co-mingled environmental conditions (e.g., hazardous substance releases that have migrated through waste). This creates complexities in evaluating and assigning responsibility, for any particular hazardous substance release. Consequently, this Task must marry a review of identifiable information about the landfill with assessment of known and potential hazardous substance releases originating with post-Landfill industrial business operations. One such example discussed at the February 27, 2023 Special City Council Meeting, was past detection of low concentrations of methyl tertiary butyl ether (MTBE), a gasoline additive introduced in the late-1970s, in groundwater. Since the landfill was closed prior to the introduction of this fuel additive, the MTBE release affecting underlying groundwater originated at some non-landfill source. There have been at least seven leaking underground storage tank (LUST) cases within the project area and other industrial operations commonly associated with elevated environmental risk.

Scope of Work for Task 1

SCS will work with the City to identify all known reports in its possession. In addition to those records/reports, we will also submit regulatory agency record requests to:

- U.S. EPA
- California Department of Resources Recycling and Recovery (CalRecycle)
- Los Angeles Regional Water Quality Control Board (LARWQCB)
- California Department of Toxic Substances Control (DTSC)
- Los Angeles County Fire Department (LACFD), Health Hazardous Materials Division (HHMD) and Site Mitigation Unit (SMU)
- South Coast Air Quality Management District (AQMD)
- Los Angeles County Department of Public Works (LACDPW)
- Los Angeles County Department of Public Health (LACDPH), Solid Waste Management Program (the Local Enforcement Agency or LEA).

We will also be able to leverage internal SCS records from past work in the City, for example at the nearby former Valspar paint facility, and private enterprise site-screening tools (i.e., LightBox Environmental Data Resources).

Where records point to a known consultant or business that proposed or performed work, with City permission, SCS will attempt to solicit that information directly from a report preparer or interview potentially knowledgeable parties to document past actions that may not have been documented in formal reports.

SCS will also research and undertake an analysis of available groundwater information at the project area and nearby areas using publicly available resources.

Once all available information has been gathered, SCS will prepare a current conditions report, laying out known information related to the landfill, known and suspected information related to post-Landfill activities, which will include a data gap analysis. Successful completion of Task 1 is essential to lay the groundwork for subsequent tasks.

Task 2

Develop recommendations for further study and investigation.

Considerations

Based on the results of Task 1, recommendations for further study and investigation related to both the landfill and current/historical businesses will be warranted. The nature of recommendations related to the Landfill will depend both on an assessment of compliance with regulations governing the Landfill in its current condition and the City's and/or private business owners' future plans in the Landfill area. Where there is evidence of hazardous substance releases from current and/or historical businesses operated in the post-Landfill era, recommendations may include evaluating those releases, particularly where there is a potential for contamination that has co-mingled with waste and/or the potential to impact area groundwater supply wells.

Given the background discussion presented above regarding the landfill, it should be noted that there may be a difference between what additional investigation the City and/or private property owners in the project area are obligated to do at this time and what might be necessary based on plans for future work activities or a changed use for the area. Consequently, SCS' approach to Task 2 will take account for various scenarios and present further study and investigation needs under those scenarios.

The Phase II investigation process represents another core SCS service area. Our firm is especially well suited to evaluating and planning around closed landfill management and reuse. SCS comes armed with a unique set of in-house expertise in environmental due diligence assessment, Brownfields and voluntary remediation, closed landfill compliance management, stormwater management, and LFG control and recovery systems. In addition to considerations of soil, soil gas, and groundwater called out, SCS is prepared to address the related issues of vapor intrusion (whether of methane or volatile organic compounds [VOCs]) into indoor air, which might pose a health and safety hazard to building occupants.

Scope of Work for Task 2

In consultation with the City, the SCS Team will develop recommendations to further assess the Landfill and potential environmental conditions associated with post-Landfill industrial operations in the study area. The full characterization of a site, particularly a project area of this size with numerous owners, will likely require an iterative (phased) process designed to rule in or out the presence of contaminants. A conceptual site model (CSM) will need to be developed that describes physical, chemical, and biological processes that define the presence, migration and impacts of contamination in soil, soil gas, and groundwater. The successful completion of Task 1 will represent the beginning of the CSM. SCS will use the data gap analysis to evaluate options for further study and investigation of the study area.

Task 3

Develop recommendations for remediation.

Considerations

As discussed in the background information provided previously, landfill properties are subject to special regulations that differentiate them non-landfill properties. For example, hazardous materials and conditions present in the waste mass and are not subject to the same cleanup requirements as if they were present at a non-landfill site. Regulation of closed landfills accounts for this and may limit the obligation to remediate hazards associated with the landfill, except where there is a release beyond its boundary (e.g., landfill gas migration or contaminant migration to groundwater). Consequently, remedial options at the project area might simply involve management of the landfill and landfill-related conditions, clean closure of the landfill through excavation and removal of all waste, or some combination of the two approaches to facilitate material improvements within the project area.

For example, many of the properties are suspected to only partially be underlain by landfilled waste. One approach that might allow for a greater level of development would be to further subdivide parcels into areas that are landfill-impacted and areas that are not. Where further investigation characterizes the extent of fill at an area to be limited, there may be opportunity to reclaim additional land by excavation and removal or consolidation of waste. SCS has proven experience working with landfill assessment and redevelopment options, whether they be clean closure, partial clean closure, or land repurposing that includes management of an existing landfill.

SCS can limit our assessment of remedial options to our experience with similar projects. Or, in consultation with the City and/or stakeholders, we could include some preliminary outreach and discussion with the various local, regional, and/or state agencies that would administer updated regulation of the landfill under various redevelopment scenarios.

Scope of Work for Task 3

In consultation with the City and in consideration of an array of potential land use alternatives, SCS will analyze and prepare a Remedial/Reuse Planning Report. While the scope of work under this proposal is not to be conducted under a Brownfield Grant, SCS will take an approach similar to what might be done through the Analysis of Brownfields Cleanup Alternatives (ABCA) process. This approach is a type of feasibility study that uses technical and economic analyses of proposed environmental response activities to recommend an

appropriate action in mitigating a Brownfields property. Although no regulatory agency is expected to be involved in this early stage of the process, SCS proposes to conduct the work in accordance with typical requirements of applicable oversight agencies, such as the LARWQCB. Remedial measures will consider cleanup alternatives that incorporate green and sustainable remedial techniques, and possible climate change impacts.

Task 4

Review compliance with existing legislation.

Considerations

As discussed throughout this proposal, there are legislative and regulatory compliance differences for pre-regulation landfills exempted from Title 27 requirements, post-regulation landfills, and pre-regulation landfills that might voluntarily comply with Title 27 requirements or be forced to because of a triggering event (disturbance of existing landfill cap, change in land use, release affecting groundwater, etc.).

The primary regulations affecting landfill post-closure end uses in the Los Angeles area are embodied in Title 27, AQMD Rule 1150 (Excavation of Landfills), and potentially Rule 1150.1 (Control of Gaseous Emissions). Any proposed combustible gas protection measures for new structures and significant alterations to existing structures must also be consistent with the requirements of Los Angeles County Building Code Section 110.3. In Los Angeles County, building code requirements for combustible gas are administered by the Los Angeles County Department of Public Works (LACDPW) and/or the Montebello Building Department.

Due to its pre-regulation status, the Landfill is subject to quarterly inspections by the Local Enforcement Agency (LEA). The most recent LEA inspection occurred on March 13, 2023, which included methane gas monitoring within cracks and crevices along Chapin Road, with no significant readings obtained. Additionally, in the RFP, the City has expressed concerns about stormwater compliance and chemical releases from the Landfill or businesses in the Project area.

It would be essentially impossible to perform thorough environmental compliance audits of all the private businesses and property owners in the project area with respect to Title 27 triggers, as well as Federal, State, and Local laws, without their complete cooperation. Further, even with complete cooperation of all private landowners in the Project area, a comprehensive compliance audit would potentially be cost-prohibitive to the City and of limited value to the long-term objectives for the area by the City Council and City staff. With the City being the client, these restrictions don't apply for City-owned land. With respect to the Title 27 trigger conditions, there is the added complexity that interpretation of when a condition is triggered is not cut and dry. For example, at exactly what point might stormwater or road improvements that affect and improve the cap precipitate compliance requirements with Title 27 and the WDRs? Answers to some of these questions may only be identifiable through consultation with relevant regulatory agencies.

Even in instances where there are multiple land owners for a single closed, pre-regulation landfill, SCS has observed that an individual property owner can trigger Title 27 requirements for their portion of the Landfill. In a situation as complex as the Project area, an individual owner is currently incentivized to avoid being the first mover to comply with the updated

WDR post-closure requirements for fear of assuming the financial burden for the entire Landfill. Yet there could be substantial benefit to all property owners if the Landfill were adequately investigated and Landfill-related safety and health risks were brought into compliance with the WDRs.

With these significant restrictions and potential benefits to all stakeholders in mind, SCS has designed a scope of work for this task to explore the current legal and regulatory compliance issues in the Project area.

Scope of Work for Task 4

In conjunction with Tasks 1 and 6, SCS will review publicly available reports of non-compliance associated with landowners (including the City) within the project area.

Databases and information requests from the following agencies/sources will be reviewed (same as Task 1):

- U.S. EPA;
- CalRecycle
- LARWQCB
- DTSC
- LACFD HHMD and SMU
- AQMD
- LACDPW
- LACDPH, Solid Waste Management Program (LEA).

SCS will prepare a summary report of non-compliance based on the records reviewed. The non-compliance report can then be discussed between SCS and the City to determine if additional compliance follow-up is required.

SCS will prepare a section of the legal compliance report that discusses legal requirements that might be triggered specifically by potential road and stormwater improvements within the Project area. In consultation with the City, SCS may conduct informal consultation with relevant regulatory agencies to clarify Title 27 requirements with respect to the Landfill and trigger conditions specific to potential infrastructure improvement projects with the Landfill project area. This open-door approach will provide best-informed options and the clearest understanding of potential costs and benefits to various possible actions. However, SCS is prepared to present such a discussion based on our past experience without engaging the regulatory agencies.

Task 5

Review viability and requirements to repair public roads within the subject project area.

Considerations

Chapin Road has deteriorated significantly, causing depressions and deteriorated concrete and the road floods significantly with rain. The cause of the roadway issues is likely due to settlement because of its location above landfill materials, a common issue with landfill sites. As such, this issue is related to other landfill-related issues that are the subject of this proposal, such as stormwater management.

Chapin Road is subject to heavy wheel loads caused by multi-axle truck and trailer traffic as well as trucks associated with auto and metal recyclers. In addition to, and partially related to the roadway deterioration, the road is very congested and difficult to get through.

This task includes the work necessary to provide recommendations to the City concerning rehabilitation of public roads in the project area. SCS, through its work for many developers and municipalities, has significant experience working within the complex environment of developing and maintaining infrastructure over closed landfills.

Scope of Work for Task 5

The SCS engineering team will review available information from the City of Montebello Public Works department and potentially other sources concerning public roadway construction techniques and reports of roadway issues. We understand there may be little or no specific roadway construction information, and our review of landfill cap construction and stormwater issues may aid in understanding the root-causes of roadway deterioration and settlement.

The SCS engineering team will conduct a detailed reconnaissance of public roadways in the project area to better understand the specific areas and degrees of roadway deterioration and settlement. The reconnaissance will include mapping and photographs of problem areas.

The SCS engineering team will conduct roadway coring, cone penetrometer testing and soil and aggregate base sampling. Four locations will be cored through the roadway and immediate subsurface to understand pavement and supporting underlayment thickness and construction materials and technique. Coring locations will be chosen during the Field Reconnaissance task.

Cone penetrometer testing will be conducted at the four boring locations to further determine geotechnical properties of the roadways and supporting stratigraphy. In addition, hand augers will be used to collect soil and aggregate samples from beneath the pavement.

Samples collected during the roadway field work will undergo geotechnical testing, which would include both strength and index tests, as well as gradation, Atterberg Limits, and R-Value.

Engineering Analysis and Report – The SCS engineering team will conduct an engineering analysis of the field sampling and analysis results to assess the existing roadway conditions, potential causes of deterioration and settlement, and possible corrective actions for rehabilitation of the public roadways. The results of the engineering analysis will be presented in a separate report.

Task 6

Develop a Stormwater Masterplan for the area.

Background Analysis

As noted by the City, there is no stormwater infrastructure in the Project area. Potential stormwater issues include non-compliance with State regulations, site flooding, and the potential to exacerbate LFG production through stormwater infiltration through organic waste. The Project area is adjacent to the Rio Hondo Coastal Basin Spreading Grounds and Drainage Channel. Based on Los Angeles County Public Works Storm Drain System Maps, existing drainage networks in the vicinity of the Project Site appear to discharge to the Drainage Channel.

The SCS engineering team will draw on our extensive experience with infrastructure built over closed landfills to fulfill the requirements of this task and any required follow-on work concerning stormwater infrastructure in the Project area.

Scope of Work for Task 6

This task requires two distinct phases: first, an evaluation of the need (or not) for stormwater infrastructure; then second, likely a stormwater master plan. Preparation of the stormwater master plan is discussed below but is not included in the cost and schedule since the assessment phase that determines the need for and design of infrastructure is required before a master plan can be scoped and developed.

The SCS engineering team will conduct a preliminary evaluation of the Project area to determine the need for stormwater infrastructure based on compliance with LARWQCB NPDES Permit for Municipal Separate Storm Sewer System (MS4) discharges within the Los Angeles River Watershed Management Area. We will also conduct research to determine if stormwater infrastructure improvements are required by businesses operating within the Project area to comply with State Bill 205 (SB205).

As part of this stormwater infrastructure assessment, the SCS engineering team will also determine existing stormwater flow paths and discharge points based on public lidar contour data of the Project Site and environs. The SCS engineering team will also determine potential surface flows entering and leaving the Project Site based on hydrologic modeling using HydroCAD or similar modeling software.

Upon completion of the assessment, the SCS engineering team will prepare a report that will present the results of the assessment and make recommendations for infrastructure improvements such as conveyance networks, catchment and collection infrastructure, containment, treatment and diversion of stormwater flows, potential permitting requirements, and/or surficial grading requirements. Stormwater infrastructure recommendations will be integrated into other work tasks and consideration of the geotechnical and environmental challenges overlying landfill materials.

Upon consideration and approval of the SCS engineering team's recommendations, we'll provide a scope, schedule, and budget for preparation of a stormwater master plan and include an assessment of necessary infrastructure components.

Task 7

Identify funding sources for additional study, remediation and brownfield development.

Background Analysis

There are several funding sources available in California for assessment, remediation, and brownfield development. Potential funding sources include:

1. Brownfields Grants:
 - a. The U.S. EPA offers Brownfields Grants to help fund the evaluation and cleanup of potentially contaminated sites. This funding can be used for environmental site assessments, remedial planning, community outreach, cleanup planning, and cleanup activities.
 - b. The Equitable Community Revitalization Grants (ECRG), through DTSC, provide funding for the redevelopment of eligible projects in disadvantaged and vulnerable communities through three grant types including community-wide and site-specific assessment grants as well as site-specific cleanup grants.
2. Community Development Block Grants (CDBG): The CDBG program provides grants to state and local governments to support community development activities, including brownfield redevelopment. CDBG funds may be used for activities which include, but are not limited to: Acquisition of real property; Relocation and demolition; Rehabilitation of residential and non-residential structures; and Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes.
3. Tax Incentives: Some states and localities offer tax incentives for brownfield redevelopment, such as tax abatements or exemptions for property taxes, sales taxes, and income taxes.
4. Private Financing: Private lenders may be willing to provide financing for brownfield redevelopment projects, particularly if they are eligible for tax incentives or other government programs.
5. California Infrastructure and Economic Development Bank (IBank): IBank offers financing for public infrastructure and private developments that promote a healthy climate for jobs, contribute to a strong economy and improve the quality of life in California communities. IBank has broad authority to issue tax-exempt and taxable revenue bonds, provide financing to public agencies, provide credit enhancements, acquire or lease facilities, and leverage State and Federal funds. IBank's current programs include the Infrastructure State Revolving Fund (ISRF) Loan Program, California Lending for Energy and Environmental Needs (CLEEN) Center, the Climate Catalyst Revolving Loan fund, Small Business Finance Center and the Bond Financing Program.
6. California State Water Resources Control Board (SWRCB): SWRCB offers the Clean Water State Revolving Fund, which provides low-interest loans for the planning, design, and construction of water quality improvement projects, including those related to brownfield remediation.

Availability and eligibility requirements for these funding sources may vary depending on the location and specifics of the project.

Scope of Work for Task 7

We will collaborate with the City to explore potential funding sources for achieving the desired outcomes for the Site, while considering eligibility, timing, and other pertinent factors. As a trusted resource for remediation projects, we assist municipal and real estate clients in expediting project timelines and reducing costs, earning recognition for quality and engineering design. Our experts will help supplement your understanding of funding opportunities and support the development of funding applications.

In addition to brownfield-specific grants, there are other brownfield, infrastructure, and economic development funding sources that may be accessed by the City for the Chapin Road Landfill area. As examples, Enhanced Infrastructure Financing Districts (EIFDs), Community Revitalization and Investment Authorities (CRIAs) are both tax-increment sourced funding. As such, a change of use of a brownfield area typically drives the tax increment (along with property tax in lieu of vehicle license fee).

SCS will work with the City of Montebello to integrate brownfields and infrastructure needs with future use to assess and identify infrastructure and economic funding sources that may be applied to the Chapin Road Landfill area.

Task 8 [None Recommended]

Because of the phased approach to the complex issues outlined in the RFP and SCS' proposal, no additional tasks are recommended for this early stage of the project. Additional tasks will likely arise during the project. Some of the areas where additional work might be warranted include:

- Further evaluation of non-landfill sources of contamination within the study area
- Redevelopment support for the City

Note that SCS has comprehensive capabilities with Brownfield site reuse and redevelopment, including the real estate functions inherent in Brownfield projects. Successful Brownfield projects integrate three main areas – environmental, real estate, and funding - with SCS having broad expertise in each of these areas.

SECTION 3: PROJECT SCHEDULE

SCS expects Tasks 1 through 4 to build on one another, with the work necessary to complete later tasks dependent on City input provided and research completed during earlier tasks. Tasks 5 through 7 can be conducted independent of Tasks 1 through 4, but will require collaboration with City personnel expected to begin at the outset of the project.

SCS envisions that the scope of the project can be executed within an overall timeline of five to six months, with deliverables for each task as follows:

Table 1. Proposed Project Schedule

<u>Task</u>	<u>Estimated Duration</u>
<u>Task 1</u>	<u>12 weeks</u>
<u>Task 2</u>	<u>4 weeks</u>
<u>Task 3</u>	<u>4 weeks</u>
<u>Task 4</u>	<u>4 weeks</u>
<u>Task 5</u>	<u>5 weeks</u>
<u>Task 6</u>	<u>7 weeks</u>
<u>Task 7</u>	<u>4 weeks</u>

Exhibit “B”

Schedule of Compensation

<u>Task 1 - Review all relevant reports and data related to the subject site.</u>
<u>Task 1 Total: \$29,500</u>
<u>Task 2 - Develop recommendations for further study and investigation.</u>
<u>Task 2 Total: \$15,340</u>
<u>Task 3 - Develop recommendations for remediation.</u>
<u>Task 3 Total: \$15,140</u>
<u>Task 4 - Review compliance with existing legislation.</u>
<u>Task 4 Total: \$15,140</u>
<u>Task 5 - Review viability and requirements to repair public roads within the subject project area.</u>
<u>Task 5 Total: \$26,910</u>
<u>Task 6 - Develop a Stormwater Masterplan for the area.</u>
<u>Task 6 Total: \$20,182.50</u>
<u>Task 7 - Identify funding sources for additional study, remediation and brownfield development.</u>
<u>Task 7 Total: \$2,500</u>
<u>Project Total: \$124,712.5</u>

SCS Engineers



**RFP NO. 23-9 ENVIRONMENTAL
ENGINEERING FIRM TO CONDUCT A
COMPREHENSIVE REVIEW OF THE
BROWNFIELD AREA/CLOSED CHAPIN
ROAD LANDFILL & PERFORM
ADDITIONAL ANALYSIS AS NEEDED**

PREPARED FOR

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
Attn: Joseph A. Palombi

PREPARED BY

SCS Engineers
3900 Kilroy Airport Way # 100
Long Beach, CA 90806
(562) 426-9544
www.scsengineers.com

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SECTION 1: COVER LETTER

April 27, 2023
File No. 010448223

Mr. Joseph A. Palombi, Director of Planning/Community Development
City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, California 90640

Subject: Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill

Dear Mr. Palombi:

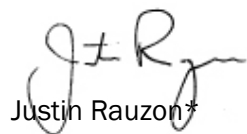
SCS Engineers (SCS) is particularly well qualified to perform the work outlined in the City of Montebello's (City) Request for Proposal (RFP) No. 23-9 and to be the City's ongoing consultant for this complex project for the following reasons:

- **We have unparalleled experience working on landfills.** Since our creation in 1970 in Long Beach, SCS has specialized in landfill work through both our solid waste and environmental practice areas. That's over 50 years of experience helping hundreds of landfill clients.
- **We specialize in redevelopment issues associated with landfills.** As less land has become available in California and nation-wide over the last few decades, owners and developers have turned to landfills for redevelopment. This is SCS' sweet spot.
- **We have comprehensive redevelopment expertise beyond the specific scope of the RFP.** SCS' comprehensive environmental and estate practices will be invaluable for the City as this project proceeds beyond the initial scope. SCS will be the City's partner for all issues related to dealing with the unique challenges represented by the project area.
- **We already know the project.** SCS has already been working on the challenges associated with the project area so we can hit the ground running.

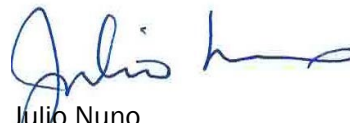
Justin Rauzon, Senior Project Manager, is the proposal point of contact. His contact information is as follows, 562-637-4530, JRauzon@SCSEngineers.com, 3900 Kilroy Airport Way, Suite 100, Long Beach, California 90806. SCS is able to meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement (Attachment A).

We look forward to hearing back from the City on this important project.

Sincerely,



Justin Rauzon*
Senior Project Manager
SCS Engineers
*Proposal point of contact



Julio Nuno
Senior Vice President
SCS Engineers

SECTION 2: FIRM BACKGROUND AND QUALIFICATIONS

SCS Engineers is proud to be one of the nation's top environmental firms delivering practical solutions that balance today's financial, environmental, and regulatory challenges. We apply our nationwide expertise to local problems through our network of regional and local offices. As we develop and implement solutions, we maintain a high level of responsiveness to our clients' environmental concerns. Our teams of professionals offer an integrated engineering and construction approach that starts with defining, assessing, and characterizing the environmental problems you may be facing. This work is performed systematically and clients can choose a turn-key solution or select services.

Despite the development challenges presented by closed landfills, particularly with respect to differential settlement and gas migration, many former landfill sites offer prime locations for infill and other forms of smart growth. SCS Engineers has successfully completed scores of landfill redevelopment projects. We are a leader in enabling sites to be reused for active and passive end-uses that are environmentally safe and cost-effective. We have the expertise necessary to meet the unique environmental and regulatory challenges of evaluating the most complex closed landfill sites with an eye to maximize end use goals. We assist our clients in evaluating the feasibility of converting non-productive real estate into revenue-generating assets and transforming underutilized land uses to maximize value, whether that be parkland or new development to meet changing needs.

Brownfield and voluntary remediation projects protect human health and the environment while restoring beneficial use to properties. SCS Engineers is a pioneer in supporting the public-private partnerships for these types of redevelopment. In fact, SCS helped redevelop environmentally impaired real estate more than 25 years before the term "Brownfield" was coined. Our professionals understand the priorities of local governments, property owners, and developers, and we offer practical solutions to a wide range of environmental problems. We are well-versed in regulatory concerns and have worked on voluntary cleanup and voluntary remediation projects under the jurisdiction of major regulatory agencies.

Environmental Consulting

SCS Engineers' expertise is in environmental consulting: from due diligence assessment to investigation, from site remediation to construction. Our experience is unmatched. While many firms can complete typical environmental consulting services such as assessment and remediation services, SCS distinguishes itself for our expertise and understanding of real estate, including key concepts such as highest and best use, consistency with general or specific plans, matching the cleanup goals to the end use, and community acceptance. These precepts inform site assessment and redevelopment projects, no matter how contaminated, leading to their successful cleanup, management, redevelopment, and productive use. SCS has helped successfully transition hundreds of redevelopment sites throughout Southern California. Summary of our expertise:

- Phase I Environmental Site Assessments (Phase I ESA) and Phase II Site Investigations
- Vapor Intrusion and Risk Assessment Studies, and Risk-Based Site Mitigation
- Asbestos and Lead Paint Assessments and Mitigation Design
- Development of Conceptual Site Models, Remediation Planning, Design, and Site Remediation
- Analysis of Remediation Alternatives and Feasibility Studies
- Environmental Construction Management
- Evaluation, Segregation, Profiling, and Proper Disposal of Regulated Soil

- Preparation of Environmental Construction Documents (Soil Management Plans, Property Closure Reports, etc.)
- Regulatory Agency Liaison
- Identification and Administration of Funding Opportunities

Landfill Redevelopment

SCS Engineers has pioneered the beneficial development of old, inactive landfill properties. We have helped property owners turn otherwise blighted, potentially polluting properties into safe, successful commercial and recreational development — properties that can be valuable resources to their communities. Refuse landfills present problems, particularly with respect to settlement and gas migration, but systematic application of proven approaches in structural engineering and environmental remediation can overcome obstacles and create value for site owners. Landfills have been successfully developed as:

- Light industrial buildings and warehouses, and self-storage facilities.
- Commercial centers: mid-rise office and retail.
- Mixed-use commercial and residential complexes.
- Amphitheaters and community sports centers.
- Golf courses and equestrian centers City parks and greenbelts.

SCS helps land developers turn environmental liabilities into valuable assets. We provide integrated real estate, site renewal, and risk transfer solutions, including mitigation design, construction, operations, long-term maintenance, and compliance monitoring. SCS Secure, a division of SCS, develops risk-transfer models that offer liability protections and transferable indemnification for future cleanup cost and third-party claims. SCS Secure can transfer risk, allowing contaminated sites to be conveyed, financed, cleaned, and put back into productive use. SCS Secure facilitates redevelopment of environmentally challenged sites safely, on time, and within budget. Where appropriate, we team to back our SCS Secure approach with cost cap and other insurance products.

Infrastructure Engineering

SCS has proven experience and expertise with Brownfield projects that include infrastructure development over landfills. To round out our geotechnical and infrastructure engineering capabilities required for Tasks 5 (Roadways) and 6 (Stormwater), SCS is pleased to present our engineering team consisting of SCS, Universal Engineering Services (UES; Team UES.com), and Civil Engineering Consultants (CEC; CECInc.com). The SCS engineering team's collective experience with infrastructure engineering over landfills is unparalleled.

Real Estate Development

SCS has worked with municipalities and developers on hundreds of Brownfield sites in California and beyond and has significant experience integrating Brownfield work with real estate development. Further, SCS real estate personnel help clients with a myriad of redevelopment tasks, including:

- Land Use: rezoning, land planning, specific area plans, vision documents, community charettes, entitlements, relocations
- Private Financing: equity and debt, responsible party contributions, financial assurances, historic insurance policies
- Public Funding: tax-increment financing, special utility districts
- Structures: asbestos and regulated-building materials assessments and abatement, demolition
- Land Preparation: soil work, infrastructure

PERSONNEL QUALIFICATIONS

SCS has assembled a world-class project team specifically selected to meet the complex needs of this project.

Justin Rauzon, REPA

Mr. Rauzon has more than 18 years of environmental services experience, all with SCS. His experience with and understanding of all manner of complicated environmental issues led to his appointment as a National Partner in Environmental Due Diligence in 2021. He is the go-to professional for complex landfill environmental due diligence projects in California. Fluent in Spanish, Mr. Rauzon is an SCS Senior Project Manager with a diverse background in biological and environmental sciences who regularly performs environmental assessments and compliance audits at sites in the U.S. and in Latin America. He has technical and management experience with soil, soil vapor, groundwater, and indoor air investigations at landfill, industrial, commercial, greenfield, and residential properties. He has extensive experience with environmental laws and regulations in both the U.S. and Mexico. His work experience includes all project phases, from development of cost estimates for various site assessment and cleanup programs to implementing remediation programs and interfacing with regulatory agencies. One significant Brownfield project executed in the City of Montebello included the successful assessment, remediation, and redevelopment of the former Valspar paint facility located at 901 Union Street.

Mr. Rauzon has been involved with several project related to the assessment and prospective redevelopment of landfill sites, including the Gage Avenue Dump in Commerce, the Industry Hills Landfill and Pacific Palms Resort, the Market Place Landfill in Long Beach, and the Gardena Valley No. 5 landfill in Carson. For more than a decade, he has been a key team member for the semiannual monitoring and reporting for active and closed landfill sites across California, including at the Simi Valley Landfill and Recycling Center, Lancaster Landfill and Recycling Center, Antelope Valley Recycling and Disposal Facility, Oyster Bay Landfill, and West Winton Landfill. Compliance work related to these sites included routine compliance monitoring of groundwater, leachate and leachate control and recovery systems, landfill gas migration, etc.

Eric Williams

Mr. Williams leads SCS's Brownfield Program in the western/southwestern U.S. With almost 40 years of experience in the environmental/Brownfields industry, he is a nationally-recognized expert in the redevelopment of environmentally-challenged real estate. His career has included working on Brownfield projects for large environmental consulting firms, growing a specialty lender to the Brownfield industry, and owning Brownfield redevelopment companies. His expertise spans the three major pillars of Brownfield site redevelopment: Environmental – cleanup and regulatory closure of environmentally-challenged properties for development and implementation of comprehensive liability management programs; Real Estate – horizontal development of Brownfield sites by re-positioning properties through managing best and highest use market analyses, creating land plans and development visioning documents, re-zoning and annexing real estate, platting, grading, and infrastructure planning/installation; and Finance – private and public financing vehicles including debt and equity, tax increment financing, historical insurance policies, grants and loans, and utility districts. Mr. Williams helps clients make strategic acquisition and divestiture decisions, maximize the value of Brownfield sites while managing liabilities, and redevelop environmentally challenged real estate to its best and highest use.

Julio Nuno, REPA, CESCO

Mr. Nuno has over 40 years of environmental services experience, all with SCS, and extensive expertise in property evaluation and due diligence; site assessment, investigation, and remediation; underground storage tank (UST) assessment, upgrading, removal, and leakage cleanup; and hazardous waste management. Mr. Nuno works extensively with regulatory agencies, fully understands regulations pertaining to management of petroleum hydrocarbons and hazardous waste, and has worked on numerous projects associated with real estate transactions to assess the potential for releases, characterize releases of contaminants to soil, soil vapor, and groundwater, implement remedial measures, and develop cost estimates for assessing and mitigating impacts. Mr. Nuno has been involved in several projects involving the closure or reuse of landfill sites, including the City of South Gate Miller Way Landfill, El Monte Gateway, and Market Place Landfill in Long Beach. As SCS Senior Vice President responsible for SCS's Environmental Services practice throughout the Southwest (California, Arizona, Nevada, and Utah), Mr. Nuno has directed SCS's contributions to a number of major projects, including redevelopment for construction of the L.A. Live/Staples Center (now known as the Crypto.com Arena) area and the Phoenix Award-winning Chesterfield Square project, both in Los Angeles, California.

Daniel Johnson

Dan is a nationally recognized expert in brownfields remediation and risk transfer. His national experience includes over 4,000 Phase I ESAs, subsurface investigations of chemicals in vadose and groundwater zones (Phase II), and site remediation, including selection of remedial alternatives for site cleanup. He has also been instrumental in obtaining environmental permits and interfacing with regulatory agencies. Dan is one of the top five project executives in SCS and consistently receives high marks and praise from his clients for his problem solving, project execution, results, and value engineering. He understands funding is required for redevelopment efforts, and is an expert in funding sources and their requirements (CalReuse, U.S. EPA, Community Economic Resilience Fund [CERF], and California Underground Storage Tank Cleanup Fund). He has managed or been involved with over 3,000 projects in Southern California, including Phase I ESAs and Phase II investigations, vapor intrusion and risk assessments, cleanup planning, remediation plan implementation, asbestos and lead surveys, asbestos and lead abatement, as well as various industrial hygiene and indoor air quality investigations.

Ashley Hutchens, REPA, CESCO

Ms. Hutchens has over 20 years of environmental services experience, all with SCS. She has extensive experience in property evaluation and due diligence; site assessment, characterization, and remediation; vapor intrusion assessment and mitigation; and hazardous waste management. As a Vice President of SCS, she currently leads the Environmental Services Practice for the Long Beach and Las Vegas offices. She has led hundreds of projects, including all phases, from the development of cost estimates for site assessment, mitigation, and remediation, to groundwater monitoring and sampling, preparation and review of final reports, interfacing with regulatory agencies, and management of all aspects of projects, staff, and various subcontractors.

Chad Jenkins, EIT, CEM

Mr. Jenkins is an environmental engineer (EIT) and Certified Environmental Manager (CEM) with more than 16 years of experience in providing consulting services, managing environmental liabilities, and maintaining regulatory compliance for clients. He specializes in the investigation and

remediation of soil, soil vapor, and groundwater contamination, and is experienced with the management of project portfolios in various manufacturing and oil/gas sectors. Investigation activities have included planning and workplan preparation, regulatory and right-of-way permitting, soil sampling and geologic classification, drilling oversight, groundwater sampling, well installation, and incorporation of high-resolution investigation technologies, such as cone penetration testing (CPT), membrane interface probe (MIP), and ultra-violet optical screening tool (UVOST) assessments. On remediation projects, he has implemented technologies that include soil vapor extraction (SVE), groundwater extraction (GWE), air-sparging, dual-phase extraction (DPE), vacuum-enhanced extraction, in-situ chemical oxidation (ISCO), in-situ chemical reduction (ISCR), oxygen releasing compounds (ORC), soil mixing and stabilization, enhanced bioremediation, injection of colloidal carbon amendments, electrical resistance heating (ERH), large-diameter auger excavations, and over-excavation.

Ken Lister, PhD, CEG, CHg

Dr. Lister has over 40 years of professional experience in geology and hydrogeology. An expert in soil and groundwater investigations, and Phase II investigations at industrial facilities, solid waste disposal sites, and state and federal Superfund sites, his experience includes preparation and implementation of sampling and analysis plans, feasibility studies, permitting, closure design and implementation, preparation of remedial action plans, and design and operation of groundwater and vadose zone treatment systems throughout California.

Dana Justice

Dana has 7 years of experience in the area of environmental consulting. She is the National Partner for Brownfields Grants and has a depth of experience working on Brownfield projects with public sector and non-profit clients, including identification of funding opportunities, grant application preparation, and supporting grant implementation and administration. She also has experience performing components of Phase I Environmental Site Assessments (ESAs) and complex data evaluations, including database development, maintenance, programming, and reporting.

Srividhya Viswanathan, PE

Ms. Viswanathan is a Vice President with experience in solid waste engineering, stormwater, and water and sewer infrastructure design projects. She is the Director of Engineering of our Southwest Region where she leads our solid waste engineering operations in California, Arizona, Nevada, Utah, and New Mexico. Her experience includes preparation of grading and drainage plans, design of erosion control best management practices, preparation of inspection reports and technical specifications, and providing construction support services on a variety of municipal projects, including landfills. She is a licensed Professional Engineer in California, Arizona, and Oklahoma.

Her work includes design and installation of landfill gas (LFG) collection systems, landfill de-watering systems, LFG Blower-Flare Station (BFS) planning and site civil design, and construction oversight for LFG-related projects. She also has experience performing analysis of airspace consumption and remaining life assessments using AutoCAD Civil 3D, and in estimation of closure and post-closure care costs for various landfills.

Since joining SCS, she has been involved in the preparation of feasibility studies, and the permitting, design, and construction of various landfill and LFG projects.

Maura Dougherty, PE

Ms. Dougherty is a Senior Project Engineer specializing in environmental and civil engineering systems planning and design, groundwater hydrology, air pollution modeling, and health risk assessment. She has more than 20 years of experience in landfill projects, construction management and inspection, organics facility planning and design, stormwater and erosion control, waste soils management, compliance, environmental investigation and remediation, and hydrogeological site investigations. Her current experience includes all aspects of LFG projects, including preparing short-term and long-term master plan designs, LFG reserve evaluations, LFG to energy (LFGTE) feasibility studies, construction management and quality assurance oversight, and O&M. Ms. Dougherty is currently the Engineer of Record for LFG design and/or construction projects for more than a dozen landfills located in California. She has managed landfill closure cap construction and gas collection and control system (GCCS) construction projects, and has participated in the oversight of project budgets, client interaction, coordination with regulatory staff, design and technical review, and project construction and fieldwork.

Dan Vidal

Mr. Vidal has over three decades of experience in planning, permitting, development, and operation of municipal solid waste (MSW) landfills, with specific technical expertise in LFG management and recovery systems. He has a broad background in facilities management and project/program management, including budgeting, control of overhead costs, operational efficiencies, engineering design, land use/entitlement, new business development, and contract negotiation. Mr. Vidal is a creative problem solver and decision-maker able to manage operations at multiple facilities. He is an effective coordinator of resources who contributes to the successful achievement of business goals and objectives.

Jonathan Meronek, QISP-ToR, CPESC, CISEC, QSP/D

Jonathan Meronek, IGP-TOR, QISP, ENV-SP, CPESC, QSP/D, is our National Expert on Stormwater. He is a State of California Industrial General Permit (IGP) Qualified Industrial Stormwater Practitioner (QISP) and QISP Trainer-of-Record (ToR). He specializes in comprehensive stormwater management programs. Under the 2015 IGP, he has performed Site BMP and Pollutant Source Assessments (PSAs), written and reviewed Stormwater Pollution Prevention Plans (SWPPPs), and implemented Monitoring Implementation Plans (MIPs) for hundreds of facilities throughout California. He has developed cost-effective stormwater management solutions under the National Pollutant Discharge Elimination System (NPDES) for state, municipal, and private clients across a vast cross-section of industrial sectors, including landfills (including Subchapter N/ELG facilities). Mr. Meronek has successfully worked with LRPs, facility managers, and attorneys to comprehensively reevaluate facilities for NPDES compliance using technology-based BPT/BCT/BAT implementation for control of pollutants in stormwater discharge. He has provided technical expertise for several water quality/storm water projects governed by the California Storm IGP, Construction General Permit (CGP), and Caltrans Statewide General Permit (CSGP), and preparation of reports, implementation plans, technical papers, proposals, presentations, GIS application strategies, and detailed project deliverables.

Ted Sison, QSD

Ted Sison, REPA, CPSWQ, QSD, has a diverse background in soil and agricultural science and performs and manages projects related to the investigation and remediation of environmental contaminants at a wide variety of sites, including farms, chemical manufacturing facilities, manufacturing facilities, apartment complexes, public buildings, shopping centers, vacant lots, landfills, transfer stations, fuel stations, utility easements, Brownfields sites, and oil fields. He designs, manages, and conducts a multitude of soil and groundwater investigations, groundwater and soil vapor remediation systems, construction remediation projects, stormwater programs at industrial sites, building material assessment and abatement projects, and indoor air investigations. Contaminants of concern have included a variety of petroleum hydrocarbons, chlorinated solvents, heavy metals, polychlorinated biphenyls (PCBs), dioxins and furans, and agricultural chemicals.

Tina Schmiesing, REPA

Ms. Schmiesing has performed regulatory evaluation of geological and hydrogeological aspects of solid waste landfills and subsurface investigation of hazardous waste sites during her 33 years of professional experience. Following current state and federal requirements, she currently manages sampling and reporting for 25 landfills sites throughout Southern and Northern California. In addition to groundwater sampling at these sites, leachate, gas condensate, subdrain, unsaturated zone (liquid and gas), leak detection, and seep locations are monitored, as needed, by Regional Water Quality Control Board (RWQCB) monitoring and reporting programs for each landfill. She also oversees resampling of wells as a result of initial statistical or related organic compound indications of a release and associated documentation required for these activities, installation and abandonment of groundwater, probes, or LFG wells, and preparation of technical documents such as optional demonstration reports, groundwater network evaluations, water quality protection standard plans, and site-specific monitoring and reporting plans.

Ray Huff, REPA

Mr. Huff, a Vice President with SCS Engineers, has over 28 years of experience in environmental consulting, specializing in waste industry issues, including facility greenhouse gas (GHG) emissions quantification, sustainability reporting, air quality assessment, regulatory compliance, assessment, remediation, and post-closure care. In addition to waste industry specialization, He is the closed landfill regulatory compliance and GHG emissions quantification Project Lead within SCS's offices throughout the western U.S., responsible for technical expertise on landfill post-closure care and redevelopment, landfill reactions (chemical and oxidation-based), GHG emissions quantification and verification, landfill regulatory compliance, and emissions quantification procedures. Mr. Huff is also the National Lead for compliance with the federal Greenhouse Gas Reporting Program (GHGRP) within SCS, responsible for quantifying and reporting for more than 600 of the 900 landfills subject to the GHGRP. Because of this expertise, Mr. Huff has assisted the U.S. EPA with investigation and solution of errors identified in the electronic Greenhouse Gas Reporting Tool (e-GGRT).

Mr. Huff has been the Project and Task Manager on a variety of projects related to landfill investigations, risk assessments, solid waste management, GHG/air regulatory compliance, hazardous waste management, hazardous substance site investigation and remediation, as well as other environmental issues. Mr. Huff has published and/or presented numerous technical papers in industry journals, publications, conferences, seminar, and workshops, including over 25 related to LFG, data analysis, air quality, and GHG for solid waste facilities.

Subconsultants

Universal Engineering Services (www.TeamUES.com): UES will join the SCS engineering team for Task 5 – Roadway. UES is a privately held, rapidly growing engineering and consulting firm with nearly six decades of experience in geotechnical engineering, construction materials testing, building code compliance, threshold inspections and environmental consulting. With more than 3,400 professionals across 79 branches in high growth markets in the U.S., UES consults on projects of all sizes for public and private clients in industries ranging from transportation and healthcare to commercial, residential, and education.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology and best practices. Our work includes public and private clients, as well as public-private partnerships, and consists of projects ranging from transportation and infrastructure to aviation and aerospace. Our engineers, geologists, certified inspectors, scientists, and drillers offer an unwavering commitment to excellence, approaching each project with the knowledge that precision, professionalism, and creative solutions are what drive success and cultivate enduring client relationships.

Civil and Environmental Consultants (www.CECInc.com): CEC will join the SCS engineering team to compliment SCS' in-house stormwater expertise for Task 6 – Stormwater. CEC is an engineering and environmental consulting firm with more than 1,300 team members and 31 offices nationwide. Working seamlessly alongside architects, key stakeholders, and construction professionals, CEC's civil engineering practice touches all aspects of the built environment: planning and design, permitting, construction, and operations. You'll benefit from CEC's talented land development, geotechnical, transportation, and structural engineers; landscape architects and planners; and professionals well-versed in stormwater/water quality management, sustainability, green infrastructure design, property condition assessments, accessibility and mobility, and site infrastructure maintenance and rehabilitation. CEC applies the latest design technologies, such as new AutoCAD 3D tools, InfraWorks, BIM, Augmented/Virtual Reality (AR/VR), LiDAR scanning, drones, and more.

ORGANIZATIONAL CHART

Figure 1. Proposed Organizational Chart

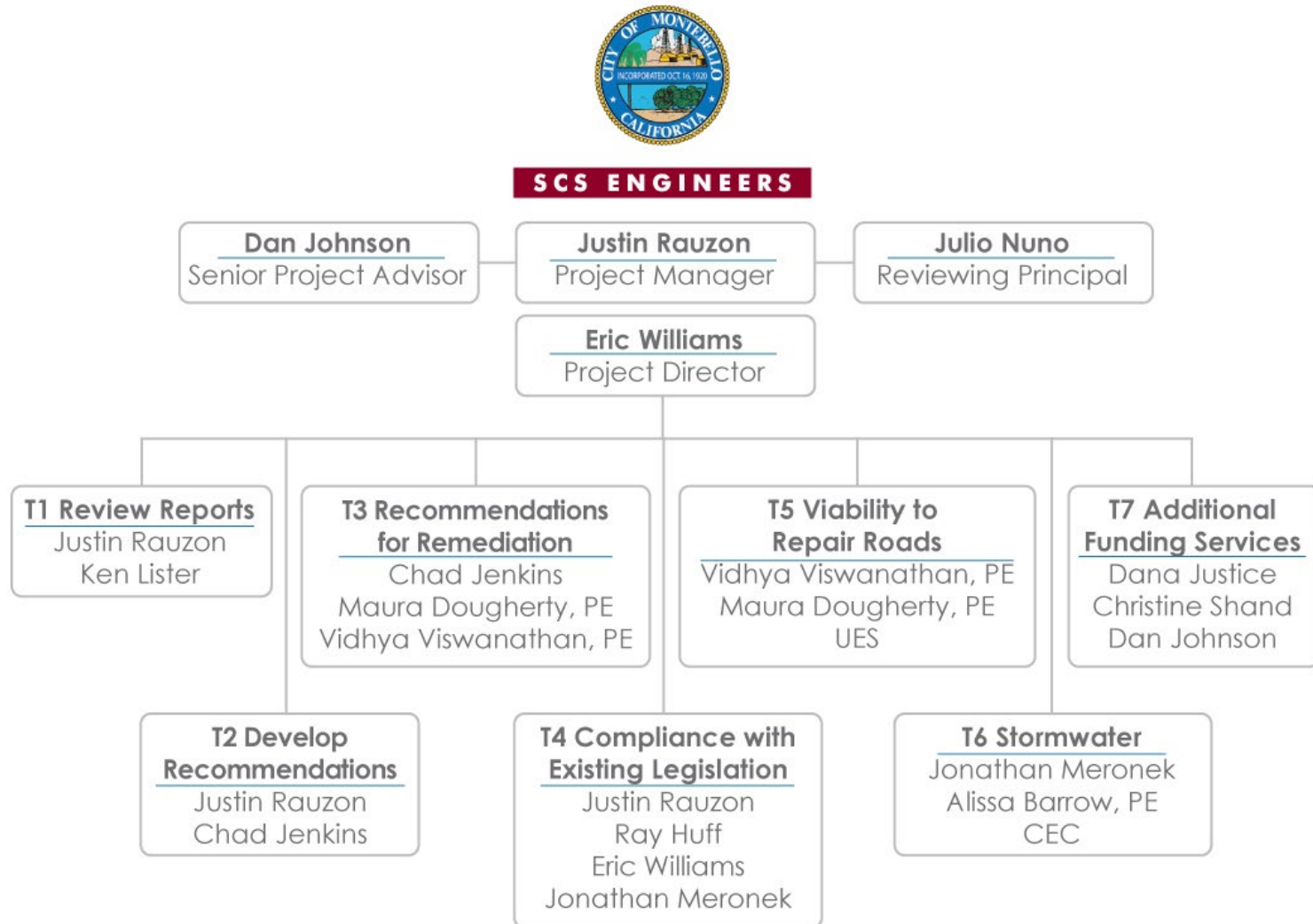


Table 1. Staff Experience Matrix

	Landfill Closure	Landfill Redevelopment	Methane Assessment	Methane Control	Site Investigations	Groundwater monitoring	Post-Closure Monitoring	Site Grading / Drainage	Preparation of Remediation Plans	Permitting	LFG System Design	Leachate System Design	Brownfields Grants / Funding	Quality Assurance / Quality Control	Timely Work Completion
Project Team															
Justin Rauzon, REPA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
Julio Nuno, REPA, CESCO	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
Ashley Hutchens, REPA, CESCO			✓	✓	✓	✓	✓		✓	✓			✓	✓	✓
Daniel Johnson	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
Eric Williams	✓	✓			✓	✓	✓	✓	✓	✓			✓	✓	✓
Chad Jenkins, EIT, CEM			✓	✓	✓	✓	✓		✓	✓			✓	✓	✓
Ken Lister, PhD, CEG, CHg	✓	✓	✓	✓	✓	✓	✓		✓	✓				✓	✓
Dana Justice		✓			✓								✓	✓	✓
Maura Dougherty, PE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Srividhya Viswanathan, PE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Tina Schmiesing, REPA	✓		✓	✓	✓	✓	✓	✓						✓	✓
Jonathan Meronek, QISP-ToR, CPESC, ENV-SP, QSP/D					✓	✓		✓		✓			✓	✓	✓
Ted Sison, QSD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
Dan Vidal			✓	✓	✓			✓		✓	✓	✓		✓	✓
Ray Huff, REPA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓

PROJECT APPROACH, METHODS, AND STRATEGIES

SCS understands that the Chapin Road Landfill/Brownfield Area has long needed attention and SCS is excited that now is the time. We are ready to be a partner and help the City achieve its various goals. We understand that issues associated with the landfill have been recognized for a while and have been postponed for a variety of reasons. The issues to be dealt with are varied. They include legacy environmental issues related to the landfill, environmental issues related to non-landfill current and historical operations, and general infrastructure challenges.

Based on SCS' review of available information, the project area currently exists as a pre-regulation Landfill, since it ceased operations prior to November 27, 1984, the effective date of Title 27 of the California Code of Regulations (Title 27). When it was in operation, the Landfill was subjected to permit requirements related to the types of wastes it could receive and the permissible depth to which waste could be placed. Regulations at that time were significantly different from the current requirements for landfills regulated under Title 27. The Landfill was closed in accordance with the limited regulations in effect at the time of closure (which required little more than a suitable cap). Moreover, post-closure maintenance requirements for pre-regulation landfills are much more limited than requirements for modern landfills.

Increased development on and near landfills that were once on the outskirts of urban Los Angeles has grown more common. The project area represents one of the more complicated such scenarios because the overlying land was subdivided into more than two dozen parcels and developed with industrial businesses shortly after the Landfill was closed. This created a situation where there are numerous part-owners of the closed Landfill and the structures built on these parcels were not designed in accordance with modern requirements for building on and near landfills (e.g., without methane barriers or vapor intrusion mitigation systems).

While the project area represents a particularly complex scenario, given the numerous landowners, the need to manage closed, abandoned, and inactive pre-regulation landfills is common. As a result, the LARWQCB has established general Waste Discharge Requirements (WDRs) for post-closure maintenance of inactive non-hazardous waste landfills. The WDRs specifies conditions under which a pre-regulation landfill may be required to comply with Title 27 formal closure requirements. Generally, these conditions take effect when there is a proposed site development or land use change that jeopardizes the integrity of the existing landfill cover; when water quality impairment is found as part of a groundwater monitoring program, or when nuisance conditions exist that warrant such activity.

The RFP identified completion of at least 7 Tasks, with Task 8 as a placeholder for additional recommended items. We have followed that Task structure in the narrative provided below.

Task 1

Review all relevant reports and data related to the subject site.

Considerations

Review and technical analysis of environmental reports is the core of SCS' environmental services practice. We will want to build on the existing knowledge base to identify issues regarding the site. SCS excels at careful review of voluminous past investigations to assess known and potential environmental impacts, as well as evaluation of alternatives to manage environmental problems. Solutions often range from no action to integration of remediation with redevelopment plans designed to economically revitalize an area. Landfills present inherently complex environmental issues that, in most cases, require ongoing management challenges, as opposed to non-landfill environmental issues that might simply be remediated.

In our informal work with the City to date, SCS has already reviewed some of the past reports, including information related to the U.S. EPA Brownfields Assessment Grant from October 1, 1998 and public records available for the Chapin Landfill on the State Water Resources Control Board (SWRCB) GeoTracker website (GeoTracker ID: SL163782346). There have been other investigation activities, the results of which were not readily available for this proposal effort.

Given the Landfill history and post-Landfill industrial operations, there exists a significant potential for co-mingled environmental conditions (e.g., hazardous substance releases that have migrated through waste). This creates complexities in evaluating and assigning responsibility, for any particular hazardous substance release. Consequently, this Task must marry a review of identifiable information about the landfill with assessment of known and potential hazardous substance releases originating with post-Landfill industrial business operations. One such example discussed at the February 27, 2023 Special City Council Meeting, was past detection of low concentrations of methyl tertiary butyl ether (MTBE), a gasoline additive introduced in the late-1970s, in groundwater. Since the landfill was closed prior to the introduction of this fuel additive, the MTBE release affecting underlying groundwater originated at some non-landfill source. There have been at least seven leaking underground storage tank (LUST) cases within the project area and other industrial operations commonly associated with elevated environmental risk.

Scope of Work for Task 1

SCS will work with the City to identify all known reports in its possession. In addition to those records/reports, we will also submit regulatory agency record requests to:

- U.S. EPA
- California Department of Resources Recycling and Recovery (CalRecycle)
- Los Angeles Regional Water Quality Control Board (LARWQCB)
- California Department of Toxic Substances Control (DTSC)
- Los Angeles County Fire Department (LACFD), Health Hazardous Materials Division (HHMD) and Site Mitigation Unit (SMU)
- South Coast Air Quality Management District (AQMD)
- Los Angeles County Department of Public Works (LACDPW)
- Los Angeles County Department of Public Health (LACDPH), Solid Waste Management Program (the Local Enforcement Agency or LEA).

We will also be able to leverage internal SCS records from past work in the City, for example at the nearby former Valspar paint facility, and private enterprise site-screening tools (i.e., LightBox Environmental Data Resources).

Where records point to a known consultant or business that proposed or performed work, with City permission, SCS will attempt to solicit that information directly from a report preparer or interview potentially knowledgeable parties to document past actions that may not have been documented in formal reports.

SCS will also research and undertake an analysis of available groundwater information at the project area and nearby areas using publicly available resources.

Once all available information has been gathered, SCS will prepare a current conditions report, laying out known information related to the landfill, known and suspected information related to post-Landfill activities, which will include a data gap analysis. Successful completion of Task 1 is essential to lay the groundwork for subsequent tasks.

Task 2

Develop recommendations for further study and investigation.

Considerations

Based on the results of Task 1, recommendations for further study and investigation related to both the landfill and current/historical businesses will be warranted. The nature of recommendations related to the Landfill will depend both on an assessment of compliance with regulations governing the Landfill in its current condition and the City's and/or private business owners' future plans in the Landfill area. Where there is evidence of hazardous substance releases from current and/or historical businesses operated in the post-Landfill era, recommendations may include evaluating those releases, particularly where there is a potential for contamination that has co-mingled with waste and/or the potential to impact area groundwater supply wells.

Given the background discussion presented above regarding the landfill, it should be noted that there may be a difference between what additional investigation the City and/or private property owners in the project area are obligated to do at this time and what might be necessary based on plans for future work activities or a changed use for the area. Consequently, SCS' approach to Task 2 will take account for various scenarios and present further study and investigation needs under those scenarios.

The Phase II investigation process represents another core SCS service area. Our firm is especially well suited to evaluating and planning around closed landfill management and reuse. SCS comes armed with a unique set of in-house expertise in environmental due diligence assessment, Brownfields and voluntary remediation, closed landfill compliance management, stormwater management, and LFG control and recovery systems. In addition to considerations of soil, soil gas, and groundwater called out, SCS is prepared to address the related issues of vapor intrusion (whether of methane or volatile organic compounds [VOCs]) into indoor air, which might pose a health and safety hazard to building occupants.

Scope of Work for Task 2

In consultation with the City, the SCS Team will develop recommendations to further assess the Landfill and potential environmental conditions associated with post-Landfill industrial operations in the study area. The full characterization of a site, particularly a project area of this size with numerous owners, will likely require an iterative (phased) process designed to rule in or out the presence of contaminants. A conceptual site model (CSM) will need to be developed that describes physical, chemical, and biological processes that define the presence, migration and impacts of contamination in soil, soil gas, and groundwater. The successful completion of Task 1 will represent the beginning of the CSM. SCS will use the data gap analysis to evaluate options for further study and investigation of the study area.

Task 3

Develop recommendations for remediation.

Considerations

As discussed in the background information provided previously, landfill properties are subject to special regulations that differentiate them non-landfill properties. For example, hazardous materials and conditions present in the waste mass and are not subject to the same cleanup requirements as if they were present at a non-landfill site. Regulation of closed landfills accounts for this and may limit the obligation to remediate hazards associated with the landfill, except where there is a release beyond its boundary (e.g., landfill gas migration or contaminant migration to groundwater). Consequently, remedial options at the project area might simply involve management of the landfill

and landfill-related conditions, clean closure of the landfill through excavation and removal of all waste, or some combination of the two approaches to facilitate material improvements within the project area.

For example, many of the properties are suspected to only partially be underlain by landfilled waste. One approach that might allow for a greater level of development would be to further subdivide parcels into areas that are landfill-impacted and areas that are not. Where further investigation characterizes the extent of fill at an area to be limited, there may be opportunity to reclaim additional land by excavation and removal or consolidation of waste. SCS has proven experience working with landfill assessment and redevelopment options, whether they be clean closure, partial clean closure, or land repurposing that includes management of an existing landfill.

SCS can limit our assessment of remedial options to our experience with similar projects. Or, in consultation with the City and/or stakeholders, we could include some preliminary outreach and discussion with the various local, regional, and/or state agencies that would administer updated regulation of the landfill under various redevelopment scenarios.

Scope of Work for Task 3

In consultation with the City and in consideration of an array of potential land use alternatives, SCS will analyze and prepare a Remedial/Reuse Planning Report. While the scope of work under this proposal is not to be conducted under a Brownfield Grant, SCS will take an approach similar to what might be done through the Analysis of Brownfields Cleanup Alternatives (ABCA) process. This approach is a type of feasibility study that uses technical and economic analyses of proposed environmental response activities to recommend an appropriate action in mitigating a Brownfields property. Although no regulatory agency is expected to be involved in this early stage of the process, SCS proposes to conduct the work in accordance with typical requirements of applicable oversight agencies, such as the LARWQCB. Remedial measures will consider cleanup alternatives that incorporate green and sustainable remedial techniques, and possible climate change impacts.

Task 4

Review compliance with existing legislation.

Considerations

As discussed throughout this proposal, there are legislative and regulatory compliance differences for pre-regulation landfills exempted from Title 27 requirements, post-regulation landfills, and pre-regulation landfills that might voluntarily comply with Title 27 requirements or be forced to because of a triggering event (disturbance of existing landfill cap, change in land use, release affecting groundwater, etc.).

The primary regulations affecting landfill post-closure end uses in the Los Angeles area are embodied in Title 27, AQMD Rule 1150 (Excavation of Landfills), and potentially Rule 1150.1 (Control of Gaseous Emissions). Any proposed combustible gas protection measures for new structures and significant alterations to existing structures must also be consistent with the requirements of Los Angeles County Building Code Section 110.3. In Los Angeles County, building code requirements for combustible gas are administered by the Los Angeles County Department of Public Works (LACDPW) and/or the Montebello Building Department.

Due to its pre-regulation status, the Landfill is subject to quarterly inspections by the Local Enforcement Agency (LEA). The most recent LEA inspection occurred on March 13, 2023, which included methane gas monitoring within cracks and crevices along Chapin Road, with no significant readings obtained. Additionally, in the RFP, the City has expressed concerns about stormwater compliance and chemical releases from the Landfill or businesses in the Project area.

It would be essentially impossible to perform thorough environmental compliance audits of all the private businesses and property owners in the project area with respect to Title 27 triggers, as well as Federal, State, and Local laws, without their complete cooperation. Further, even with complete cooperation of all private landowners in the Project area, a comprehensive compliance audit would potentially be cost-prohibitive to the City and of limited value to the long-term objectives for the area by the City Council and City staff. With the City being the client, these restrictions don't apply for City-owned land. With respect to the Title 27 trigger conditions, there is the added complexity that interpretation of when a condition is triggered is not cut and dry. For example, at exactly what point might stormwater or road improvements that affect and improve the cap precipitate compliance requirements with Title 27 and the WDRs? Answers to some of these questions may only be identifiable through consultation with relevant regulatory agencies.

Even in instances where there are multiple land owners for a single closed, pre-regulation landfill, SCS has observed that an individual property owner can trigger Title 27 requirements for their portion of the Landfill. In a situation as complex as the Project area, an individual owner is currently incentivized to avoid being the first mover to comply with the updated WDR post-closure requirements for fear of assuming the financial burden for the entire Landfill. Yet there could be substantial benefit to all property owners if the Landfill were adequately investigated and Landfill-related safety and health risks were brought into compliance with the WDRs.

With these significant restrictions and potential benefits to all stakeholders in mind, SCS has designed a scope of work for this task to explore the current legal and regulatory compliance issues in the Project area.

Scope of Work for Task 4

In conjunction with Tasks 1 and 6, SCS will review publicly available reports of non-compliance associated with landowners (including the City) within the project area. Databases and information requests from the following agencies/sources will be reviewed (same as Task 1):

- U.S. EPA;
- CalRecycle
- LARWQCB
- DTSC
- LACFD HHMD and SMU
- AQMD
- LACDPW
- LACDPH, Solid Waste Management Program (LEA).

SCS will then prepare a summary report of non-compliance based on the records reviewed. The non-compliance report can then be discussed between SCS and the City to determine if additional compliance follow-up is required.

SCS will also prepare a section of the legal compliance report that discusses legal requirements that might be triggered specifically by potential road and stormwater improvements within the Project area. In consultation with the City, SCS may conduct informal consultation with relevant regulatory agencies to clarify Title 27 requirements with respect to the Landfill and trigger conditions specific to potential infrastructure improvement projects with the Landfill project area. Such an open-door approach would provide the best-informed options and the clearest understanding of potential costs and benefits to various possible actions. However, SCS is also prepared to present such a discussion based on our past experience without engaging the regulatory agencies.

Task 5

Review viability and requirements to repair public roads within the subject project area.

Considerations

Chapin Road has deteriorated significantly, causing depressions and deteriorated concrete and the road floods significantly with rain. The cause of the roadway issues is likely due to settlement because of its location above landfill materials, a common issue with landfill sites. As such, this issue is related to other landfill-related issues that are the subject of this proposal, such as stormwater management.

Chapin Road is subject to heavy wheel loads caused by multi-axle truck and trailer traffic as well as trucks associated with auto and metal recyclers. In addition to, and partially related to the roadway deterioration, the road is very congested and difficult to get through.

This task includes the work necessary to provide recommendations to the City concerning rehabilitation of public roads in the project area. SCS, through its work for many developers and municipalities, has significant experience working within the complex environment of developing and maintaining infrastructure over closed landfills.

Scope of Work for Task 5

The SCS engineering team will review available information from the City of Montebello Public Works department and potentially other sources concerning public roadway construction techniques and reports of roadway issues. We understand there may be little or no specific roadway construction information, and our review of landfill cap construction and stormwater issues may aid in understanding the root-causes of roadway deterioration and settlement.

The SCS engineering team will conduct a detailed reconnaissance of public roadways in the project area to better understand the specific areas and degrees of roadway deterioration and settlement. The reconnaissance will include mapping and photographs of problem areas.

The SCS engineering team will conduct roadway coring, cone penetrometer testing and soil and aggregate base sampling. Four locations will be cored through the roadway and immediate subsurface to understand pavement and supporting underlayment thickness and construction materials and technique. Coring locations will be chosen during the Field Reconnaissance task.

Cone penetrometer testing will be conducted at the four boring locations to further determine geotechnical properties of the roadways and supporting stratigraphy. In addition, hand augers will be used to collect soil and aggregate samples from beneath the pavement.

Samples collected during the roadway field work will undergo geotechnical testing, which would include both strength and index tests, as well as gradation, Atterberg Limits, and R-Value.

Engineering Analysis and Report – The SCS engineering team will conduct an engineering analysis of the field sampling and analysis results to assess the existing roadway conditions, potential causes of deterioration and settlement, and possible corrective actions for rehabilitation of the public roadways. The results of the engineering analysis will be presented in a separate report.

Task 6

Develop a Stormwater Masterplan for the area.

Background Analysis

As noted by the City, there is no stormwater infrastructure in the Project area. Potential stormwater issues include non-compliance with State regulations, site flooding, and the potential to exacerbate LFG production through stormwater infiltration through organic waste. The Project area is adjacent to the Rio Hondo Coastal Basin Spreading Grounds and Drainage Channel. Based on Los Angeles County Public Works Storm Drain System Maps, existing drainage networks in the vicinity of the Project Site appear to discharge to the Drainage Channel.

The SCS engineering team will draw on our extensive experience with infrastructure built over closed landfills to fulfill the requirements of this task and any required follow-on work concerning stormwater infrastructure in the Project area.

Scope of Work for Task 6

This task requires two distinct phases: first, an evaluation of the need (or not) for stormwater infrastructure; then second, likely a stormwater master plan. Preparation of the stormwater master plan is discussed below but is not included in the cost and schedule since the assessment phase that determines the need for and design of infrastructure is required before a master plan can be scoped and developed.

The SCS engineering team will conduct a preliminary evaluation of the Project area to determine the need for stormwater infrastructure based on compliance with LARWQCB NPDES Permit for Municipal Separate Storm Sewer System (MS4) discharges within the Los Angeles River Watershed Management Area. We will also conduct research to determine if stormwater infrastructure improvements are required by businesses operating within the Project area to comply with State Bill 205 (SB205).

As part of this stormwater infrastructure assessment, the SCS engineering team will also determine existing stormwater flow paths and discharge points based on public lidar contour data of the Project Site and environs. The SCS engineering team will also determine potential surface flows entering and leaving the Project Site based on hydrologic modeling using HydroCAD or similar modeling software.

Upon completion of the assessment the SCS engineering team will prepare a report that will present the results of the assessment and make recommendations for infrastructure improvements such as conveyance networks, catchment and collection infrastructure, containment, treatment and diversion of stormwater flows, potential permitting requirements, and/or surficial grading requirements. Stormwater infrastructure recommendations will be integrated into other work tasks and consideration of the geotechnical and environmental challenges overlying landfill materials.

Upon consideration and approval of the SCS engineering team's recommendations, we'll provide a scope, schedule, and budget for preparation of a stormwater master plan and include an assessment of necessary infrastructure components.

Task 7

Identify funding sources for additional study, remediation and brownfield development.

Background Analysis

There are several funding sources available in California for assessment, remediation, and brownfield development. Potential funding sources include:

1. Brownfields Grants:
 - a. The U.S. EPA offers Brownfields Grants to help fund the evaluation and cleanup of potentially contaminated sites. This funding can be used for environmental site assessments, remedial planning, community outreach, cleanup planning, and cleanup activities.
 - b. The Equitable Community Revitalization Grants (ECRG), through DTSC, provide funding for the redevelopment of eligible projects in disadvantaged and vulnerable communities through three grant types including community-wide and site-specific assessment grants as well as site-specific cleanup grants.
2. Community Development Block Grants (CDBG): The CDBG program provides grants to state and local governments to support community development activities, including brownfield redevelopment. CDBG funds may be used for activities which include, but are not limited to: Acquisition of real property; Relocation and demolition; Rehabilitation of residential and non-residential structures; and Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes.
3. Tax Incentives: Some states and localities offer tax incentives for brownfield redevelopment, such as tax abatements or exemptions for property taxes, sales taxes, and income taxes.
4. Private Financing: Private lenders may be willing to provide financing for brownfield redevelopment projects, particularly if they are eligible for tax incentives or other government programs.
5. California Infrastructure and Economic Development Bank (IBank): IBank offers financing for public infrastructure and private developments that promote a healthy climate for jobs, contribute to a strong economy and improve the quality of life in California communities. IBank has broad authority to issue tax-exempt and taxable revenue bonds, provide financing to public agencies, provide credit enhancements, acquire or lease facilities, and leverage State and Federal funds. IBank's current programs include the Infrastructure State Revolving Fund (ISRF) Loan Program, California Lending for Energy and Environmental Needs (CLEEN) Center, the Climate Catalyst Revolving Loan fund, Small Business Finance Center and the Bond Financing Program.
6. California State Water Resources Control Board (SWRCB): SWRCB offers the Clean Water State Revolving Fund, which provides low-interest loans for the planning, design, and construction of water quality improvement projects, including those related to brownfield remediation.

Availability and eligibility requirements for these funding sources may vary depending on the location and specifics of the project.

Scope of Work for Task 7

We will collaborate with the City to explore potential funding sources for achieving the desired outcomes for the Site, while considering eligibility, timing, and other pertinent factors. As a trusted resource for remediation projects, we assist municipal and real estate clients in expediting project timelines and reducing costs, earning recognition for quality and engineering design. Our experts will help supplement your understanding of funding opportunities and support the development of funding applications.

In addition to brownfield-specific grants, there are other brownfield, infrastructure, and economic development funding sources that may be accessed by the City for the Chapin Road Landfill area. As examples, Enhanced Infrastructure Financing Districts (EIFDs), Community Revitalization and Investment Authorities (CRIAs) are both tax-increment sourced funding. As such, a change of use of a brownfield area typically drives the tax increment (along with property tax in lieu of vehicle license fee).

SCS will work with the City of Montebello to integrate brownfields and infrastructure needs with future use to assess and identify infrastructure and economic funding sources that may be applied to the Chapin Road Landfill area.

Task 8 [None Recommended]

Because of the phased approach to the complex issues outlined in the RFP and SCS' proposal, no additional tasks are recommended for this early stage of the project. Additional tasks will likely arise during the project. Some of the areas where additional work might be warranted include:

- Further evaluation of non-landfill sources of contamination within the study area
- Redevelopment support for the City

Note that SCS has comprehensive capabilities with Brownfield site reuse and redevelopment, including the real estate functions inherent in Brownfield projects. Successful Brownfield projects integrate three main areas – environmental, real estate, and funding - with SCS having broad expertise in each of these areas.

SECTION 3: PROJECT SCHEDULE

As presented earlier, SCS expects Tasks 1 through 4 to build on one another, with the work necessary to complete later tasks dependent on City input provided and research completed during earlier tasks. Tasks 5 through 7 can be conducted independent of Tasks 1 through 4, but will require collaboration with City personnel expected to begin at the outset of the project.

SCS envisions that the scope of the project can be executed within an overall timeline of five to six months, with deliverables for each task as follows:

Table 2. Proposed Project Schedule

<i>Task</i>	<i>Estimated Duration</i>
<i>Task 1</i>	12 weeks
<i>Task 2</i>	4 weeks
<i>Task 3</i>	4 weeks
<i>Task 4</i>	4 weeks
<i>Task 5</i>	5 weeks
<i>Task 6</i>	7 weeks
<i>Task 7</i>	4 weeks

SCS is prepared to hit the ground running if awarded the project.

SECTION 4: SUMMARY OF RECENT EXPERIENCE

In addition to our recent preliminary conversations with City staff about the specific project needs, SCS has conducted recent and ongoing work with landfill sites of similar complexity.

Members of our project team have also recently visited the site and surrounding area to better understand the unique needs of this project.



LANDFILL ASSESSMENT, REDEVELOPMENT PLANNING, AND EQUITABLE COMMUNITY REVITALIZATION GRANT, CITY OF COMMERCE AND COMSTOCK GAGE, LLC

Commerce, California

Background

The City of Commerce and Comstock Gage, LLC (Comstock) are engaged in a public-private partnership to redevelop a pre-regulation landfill area comprising the current Veterans Memorial Park and adjoining Brownfields sites. SCS conducted due diligence assessments, evaluated remedial options, conducted post-closure land use planning, and prepared a grant application on behalf of the city resulting in a \$7,000,000 Site-Specific Cleanup Grant through DTSC's ECRG program.



*Former Gage Avenue Landfill.
Commerce, California*

Challenge

For decades, the project area has been underutilized because of the presence and pre-regulation closure status of multiple landfills. Portions of the area owned by the city had been developed by the city, but structures and amenities deteriorated due to differential settling. Despite their prime location adjacent to the Rio Hondo bike path and Interstate 5 Freeway, privately owned areas sat undeveloped and idle due to the historical landfills. SCS prepared a Phase I Environmental Site Assessment, a Remedial Action Plan (RAP), a Post-Closure Land Use Plan (PCLUP), and other services on behalf of Comstock and/or the city. SCS was a key liaison to regulatory agencies including CalRecycle, the LARWQCB, the LEA, and city departments. As part of the grant application efforts, SCS coordinated application information with the city and Comstock. A key component of this grant's success was its ability to leverage public grant dollars and private funding. SCS requested and maintained DTSC-required documents and information including site management and site history. Additionally, SCS developed the project schedule and budget as well as community engagement plans, an evaluation of project readiness, environmental justice outcomes, equitable development grant commitments, and coordinated grant application review and submittal. SCS has submitted a proposal to implement remedial actions approved by the LARWQCB. An environmental consultant has not been selected to implement the grant.

Outcomes and Benefits

As an integral part of the project team, SCS shepherded the RAP and PCLUP through the regulatory approval process. The City of Commerce was awarded a Site-Specific Cleanup grant that will support the cleanup of the site and the future development, which will include residential, commercial, and recreational/community uses. The city-owned portion of the site will be redeveloped into residential uses and will include a mix of 850 housing units ranging from studios and 1-, 2- & 3-bedroom apartments, to condos and townhomes. When completed, the city will own a portion of what is now the privately-owned Comstock land on the eastern portion of the site, through a creative land swap agreement. The reuse of the future city-owned property will include a revitalized Veterans Memorial Park with a new community center, an all-inclusive playground, a contemporary soccer and baseball youth sports complex, a library, and ample outdoor green space to maximize opportunity for community events and services. The eastern portion of will also include approximately 140,000 square feet of commercial space with multiple uses including a cinema, food hall, retail centers, a gym, museum, pharmacy, restaurants, and grocery.

Contract Information

Primary Client Contact:	Project Terms:	SCS Team:
Howard Clarke Comstock Realty Partners 1801 Century Park E #1095 Los Angeles, California 90067 (310) 307-6574 hclarke@comstockrealtypartners.com	January 2019- Ongoing Budget: \$160,000	Justin Rauzon, Project Manager Ray Huff, Project Director Julio Nuno, Project Director Dana Justice, Grant Writer

LANDFILL SITE ASSESSMENT AND ENVIRONMENTAL ENGINEERING SERVICES, INDUSTRY HILLS LANDFILL AND PACIFIC PALMS RESORT

City of Industry, California

Background

The Property comprises a total of 25 land parcels covering approximately 553 acres, currently developed with two 18-hole championship golf courses, a golf driving range, golf course maintenance facilities, a group of eight single-family residential homes, an equestrian center, the Pacific Palms Resort hotel, a convention center, and an area where the City of Industry historically stored and maintained its solid waste collection equipment. It includes two closed landfills whose operation, monitoring, and management (OM&M) SCS Field Services has overseen on behalf of the City of Industry since the mid-1970s.

The closed landfill areas are located beneath portions of the current golf courses, driving range, and hotel parking lots.



Pacific Palms Resort constructed atop and near closed landfills.

Challenge

Two historical landfills were operated at the property between 1951 and 1970. Landfill operations resulted in the acceptance of a wide variety of wastes, including oil well drilling muds, semi-liquid waste, paint sludge, solvents, etc. Following documented permit violations of the types of wastes received, a reported fire on one of the landfills, and neighborhood complaints about landfill odors and leachate, the City of Industry shut down and acquired both landfills using eminent domain around 1970. With the assistance of one of the founders of SCS, the City of Industry formally closed the landfills and redeveloped portions of the property into a large recreation center. Approximately 225,000 cubic yards of refuse were relocated onsite to allow for building and access road construction. The Pacific Palms Resort is owned and operated by Majestic Realty (Majestic).

Outcomes and Benefits

On behalf of Majestic, SCS performed comprehensive Phase I ESA and Landfill Due Diligence work. In addition to the closed landfills, SCS evaluated other areas of environmental concern including historical dry-cleaning facility associated with the hotel, leaking underground storage tanks (USTs), paint booths, oil wells, regional groundwater contamination, Superfund liability risk, etc. Based on the results of SCS' work, Majestic had information necessary to make an informed decision about taking a larger ownership stake in the larger property (beyond the resort). SCS continues to support Majestic's resort work with environmental engineering tasks such as UST removal.

Contract Information

Primary Client Contact:	Project Terms:	SCS Team:
Linda Casey Majestic Realty Co. 13191 Crossroads Parkway North, 6 th Floor City of Industry, California 91746 (562) 948-4336 lcasey@majesticrealty.com	2014-Ongoing Budget: \$150,000	Justin Rauzon, Project Manager Julio Nuno, Project Director

FORMER MILLER WAY LANDFILL GRADING, STOCKPILE CHARACTERIZATION AND DISPOSAL OVERSIGHT

South Gate, California

Background

The former Miller Way Landfill is a closed inert refuse landfill located at the confluence of the Los Angeles River and Rio Hondo in South Gate. SCS has provided a variety of services to the City on the landfill and has provided assistance with evaluating options for uses of the Property. As part of the closure of the landfill, SCS prepared a grading plan and plans for drainage features that were submitted and approved by the Los Angeles Regional Water Quality Control Board. Methane gas monitoring wells were installed at the site and monitored.



Lead-impacted soil from former trap shooting operation was excavated, treated and disposed.

Challenge

For several years, the southern portion of the facility was used by the South Gate Rod and Gun Club for trap shooting. SCS conducted an investigation to assess concentrations of lead associated with this use. A tenant excavated and stockpiled soil from the area that was formerly used by the rod and gun club. In response to an inspection completed by the Los Angeles County Fire Department and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), the City of South Gate was requested to characterize the stockpile. SCS was retained by the City to collect samples from the stockpile and analyze those samples for appropriate constituents. Based on the data, lead was determined to be present at concentrations that were considered to be hazardous for disposal purposes. SCS and the City, evaluated various disposal options for the stockpile and determined that on-site treatment of soil as well as landfill disposal constituted the best option.

Outcomes and Benefits

A contractor was retained to treat and haul the stockpile to an appropriate disposal site. A treatment unit that had been pre-permitted under the tiered permit program was brought to the site. Treatment consisted of screening and binding the matrix to render the lead insoluble. SCS provided oversight and collected samples of treated soil to verify that soluble concentrations of lead were acceptable for transport to a landfill. In addition, SCS interfaced with DTSC staff to keep them informed of the progress and provided analytical data. Confirmation samples were also collected from the base of the stockpile to verify that elevated concentrations of lead and other metals did not remain at the site. A final report, which included data and disposal manifests, was submitted by SCS to DTSC for review and approval. DTSC staff also inspected the site following stockpile removal to verify that the waste was properly removed.

Contract Information

Primary Client Contact:	Project Terms:	SCS Team:
David Torres City of South Gate Department of Public Works 4244 Santa Ana Street South Gate, California 90280 (323) 563-5784	2009 – 2013 Budget: \$250,000	Julio Nuno, Project Director

New River, Peoria, AZ

SCS completed work on a U.S. Environmental Protection Agency (USEPA) Site-Specific Assessment Brownfields Grant that included Phase I and Phase II Environmental Site Assessments (ESA) to investigate a historical landfill on the banks of the New River in Peoria, Arizona.

The presence and general extent of landfilled areas were known from previous investigations, so the focus of this due diligence process was determining whether the site was a potential source of soil, soil vapor, or groundwater contamination that could be an assumed liability for the City of Peoria. The specific distribution of trash and the geotechnical properties of filled areas and cover soils were also primary objectives of this investigation.

The Phase I ESA included all aspects of an ASTM-compliant assessment, but also focused on compiling previous work performed on and near the site to develop a conceptual model. These findings were used to develop a Sampling and Analysis Plan (SAP) for the Phase II ESA investigation. The sampling locations were focused on locations of planned improvements and landscaping.

To address potential contamination associated with the landfill, soil and soil vapor sampling was performed in and beneath the waste. Soil or groundwater impacts were not identified, but volatile organic compounds were detected in soil vapor samples. These results were used to perform modeling and a soil vapor risk assessment, which concluded that potential exposure to neighboring houses and users of the planned park did not exceed acceptable levels.

The geotechnical engineer also collected samples and observed the soil borings and test excavations, which eliminated the additional cost of performing a separate geotechnical investigation. In addition to analyzing the waste and underlying soil properties, the geotechnical investigation included a study of the cover soil on top of the landfill material so that appropriate irrigation practices can be developed that will not result in infiltration into/through waste; such infiltration could result in a change in the closed regulatory status of the landfill.

Project management included communication USEPA Region 9, ADEQ Brownfields staff, the site architect, a subcontracted geotechnical engineer, wildlife experts, and local stakeholders. Reporting to USEPA was performed. SCS also provided information that was used for public outreach. Special attention was paid to maintaining the site to minimize potential disturbance of adjacent residences.

Primary Client Contact:	Project Terms:	SCS Team:
Kathy Sponsel Development & Engineering Dept. 9875 North 85th Avenue, Peoria, AZ 85345 (623) 773-7115, kathy.sponsel@peoriaaz.gov	2019 – 2021 Budget: \$159,870	Patricia Hartshorne, Project Manager Brian Gould, Field Technician

VARIOUS WASTE MANAGEMENT LANDFILLS: GROUNDWATER MONITORING, HYDROLOGIC SERVICES, AND RELATED TASKS

Northern and Southern California

Background

SCS is providing regular quarterly or semiannual groundwater, subdrain, and leachate monitoring at 12 active and closed Waste Management (WM) landfills in California: Altamont Landfill and Resource Recovery Facility in Livermore; Anderson Landfill in Anderson; Antelope Valley Recycling and Disposal Facility in Palmdale; Azusa Land Reclamation Landfill in Azusa; Bradley Landfill and Recycling Center in Los Angeles; El Sobrante Landfill in Corona; Lancaster Landfill and Recycling Center in Lancaster; NuWay Arrow Reclamation in Irwindale; Oyster Bay Regional Park Landfill in San Leandro; Redwood Landfill in Novato (*pictured*); Simi Valley Landfill and Recycling Center in Simi Valley; TriCities Disposal and Recycling Facility in Fremont; and West Winton Landfill in Hayward.



The number of groundwater monitoring points ranges from 3 to 57. Landfill monitoring is overseen by staff of the Santa Ana, Los Angeles, Lahontan, San Francisco, and Central Valley RWQCBs. SCS provides regular periodic reports to the appropriate RWQCB.

SCS's work at the 12 landfills has included:

- Monitoring of groundwater (over 100 wells), unsaturated zone, leachate, subdrain, condensate, and LFG.
- Review of data, completion of statistical analysis, and preparation of monitoring reports.
- Interpretation of analytical data and notification to RWQCB with preliminary results.
- Preparation of Optional Demonstration Reports.
- Demonstration of the equivalence of micropurge low-flow purge and sample.
- Installation of groundwater monitoring wells and perimeter LFG probes.
- Rehabilitation or vertical adjustments of existing wells.
- Abandonment of groundwater monitoring wells.
- Preparation of Evaluation Monitoring Plan/Assessment Monitoring Plan and Corrective Action Plans and Reports.
- Assessment or evaluation of existing detection monitoring and corrective action systems.
- Technical support related to landfill expansion projects and revised RWQCB WDR Orders.
- SCS Field Services has also performed LFG evaluations, LFG and groundwater extraction/treatment system OM&M activities, and LFG and leachate system construction services at many of these sites.

Contract Information

Primary Client Contact:	Project Terms:	SCS Team:
Mark Verwiel, WM, Inc. 8950 Redwood Highway Novato, California 94945 (415) 408-9056, mverwiel@wm.com	2001 to Present Budget: \$5.5 Million	Tina Schmiesing Ken Lister Justin Rauzon Ashley Hutchens

SECTION 5: LIST OF GOVERNMENT AGENCIES

SCS has completed hundreds of projects with similar services for government agencies within the last five years. Below is a list of projects that are most similar to the services requested in this RFP.

Table 3. Project Reference List

Client Contact Information	Project Name and Description
City of La Puente, California John DiMario jdimario@lapuente.org (626) 855-1517	Phase I Environmental Site Assessment, Old Valley Boulevard Parcel ASTM 1527-21 & AAI-compliant Phase I ESA, approximately 1.65 acre Valley Boulevard Parcel, La Puente, California.
City of Lakewood, California Kelli Pickler KPickler@LakewoodCity.org (562) 866-9771	Nixon Public Works Yard Methane Gas and Geotechnical Assessment Conduct an investigation of the Nixon Public Work Yard to assess possible fill from past on site disposal activities. In association with a Geotech (Associated Soils Engineering), collect soil samples from several borings placed on the site. Borings will be used to assess geotechnical aspects of the site and assess the extent and depth of fill materials. Soil samples will also be collected for chemical analysis to determine if elevated concentrations of constituents of concern are present.
City of Phoenix, Arizona James Marshall james.marshall@phoenix.gov (602) 256-3280	Phase I Environmental Site Assessment Update, Del Rio Landfill Scope includes: site reconnaissance, regulatory database records review; physical settings source records review; environmental liens and activity use limitations (AULs); interviews with owners, operators, and occupants; interviews with state or local government officials; user information; and prepare final written report. Phase II investigation that included investigation of waste extent by test pits and geophysical surveys; soil cover, waste types, and soil conditions by test pits and soil borings; soil vapor conditions by soil vapor probes, monitoring, and review of historical data; geotechnical investigation; surcharge settlement investigation; soil cover HELP model update; project management; and reporting.
County of San Diego, California Melissa Porter melissa.porter@sdcounty.ca.gov (858) 495-5475	As Needed Services to Respond to High Heat and Subsurface Oxidation Event, Palomar Landfill Perform as needed services to respond to high heat and subsurface oxidation event at Palomar Landfill, Carlsbad, California.

County of Stanislaus, California Janis Mein jmein@envres.org (209) 525-6792	Monitoring, Sampling, Testing and Reporting, Fink Road Landfill SCS provided monitoring, sampling, testing and reporting services for leachate, groundwater, LFG, emissions and other on-call services at the Fink Road Landfill, Crows Landing, California. Additional services included work plans, construction quality assurance (CQA), and reporting for the groundwater wells.
City of West Sacramento, California Amber Saiyasit ambers@cityofwestsacramento.org (916) 617-5042	U.S. EPA Brownfield Assessment Grant, Pioneer Bluff / Stone Lock District The scope of work under the contract included site assessment, planning, environment consultation, project management, habitat restoration, and biological wetlands surveys. SCS reviewed existing data to assess the possible presence of recognized environmental conditions before working with the City to design investigations and develop final plans and reports. The resulting plans and reports will be integrated with the proposed land use and infrastructure, and coordinated with regulatory agencies. The environmental planning is intended to provide insights into how to cost-effectively integrate necessary environmental work with existing and proposed land uses to protect human and environmental health.
City of Long Beach, California Mary Frances Torres, SR/WA Mary.torres@longbeach.gov (562) 570-6846	Environmental Due Diligence SCS has conducted dozens of Phase I ESAs and Phase II investigations on behalf of the City of Long Beach. SCS has also provided consulting support services related to divestiture of environmentally-impacted properties, including complex sites where debris from the 1933 earthquake were landfilled that were subsequently used as city yards.

SECTION 6: PROPOSED FEE

Table 4. Proposed Fee

Task 1 - Review all relevant reports and data related to the subject site.
Task 1 Total: \$29,500
Task 2 - Develop recommendations for further study and investigation.
Task 2 Total: \$15,340
Task 3 - Develop recommendations for remediation.
Task 3 Total: \$15,140
Task 4 - Review compliance with existing legislation.
Task 4 Total: \$15,140
Task 5 - Review viability and requirements to repair public roads within the subject project area.
Task 5 Total: \$26,910
Task 6 - Develop a Stormwater Masterplan for the area.
Task 6 Total: \$20,182.50
Task 7 - Identify funding sources for additional study, remediation and brownfield development.
Task 7 Total: \$2,500
<u>Project Total: \$124,712.5</u>

Project Navigator

PROJECT NAVIGATOR, LTD.

Proposal for Environmental Engineering Firm to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis As Needed

April 27, 2023

Submitted to

**City of Montebello
Department of Planning/
Community Development**

Attn: Joseph A. Palombi,
Director of Planning/
Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
323.887.1200 ext. 493

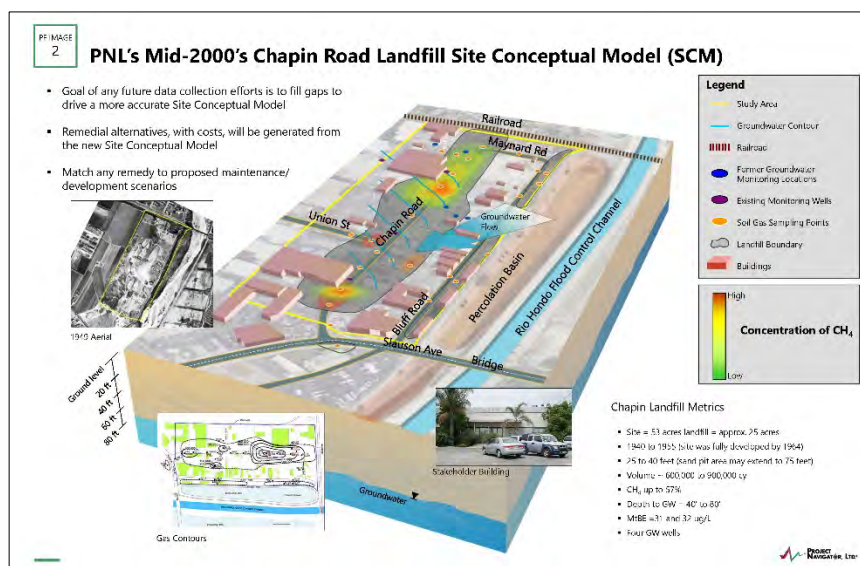
Submitted by

Project Navigator, Ltd.

14891 Yorba Street
Tustin, CA 92780
949-357-5649

Attn: Anand Helekar

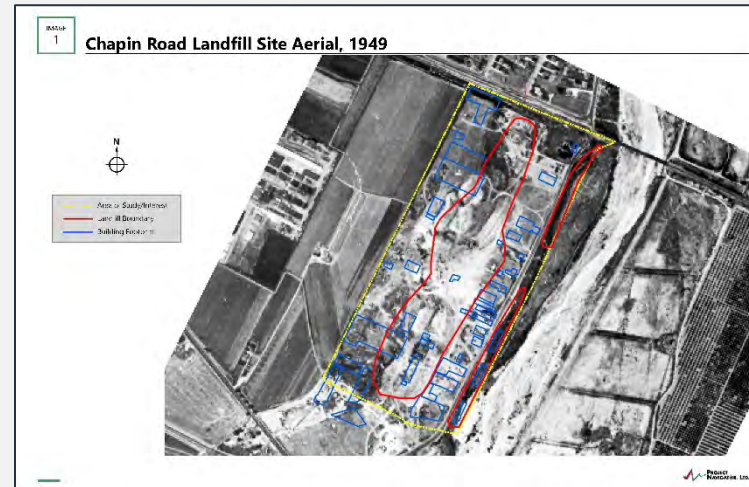
ahlekar@projectnavigator.com



www.ProjectNavigator.com | www.SafetyMoment.org

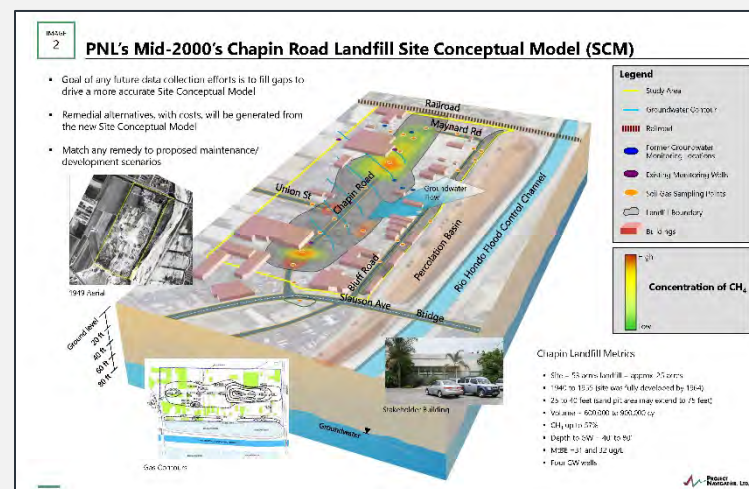
Project Navigator, Ltd.'s Locally based Team has all the necessary landfill expertise and experience (specific to the Chapin Road site) to assist City personnel evaluate, interpret information and make recommendations to formulate an End State Vision for the Chapin Road LF Area.

- 1 PNL's existing in-house legacy Chapin Road site knowledge and our interpretation of prior site information and data...



Click image for larger view

- 2leveraged by revisions which, as appropriate, will be made to PNL's mid-2000's Site Conceptual Model, give the PNL Team a springboard into executing the 7 Tasks in the City's RFP...

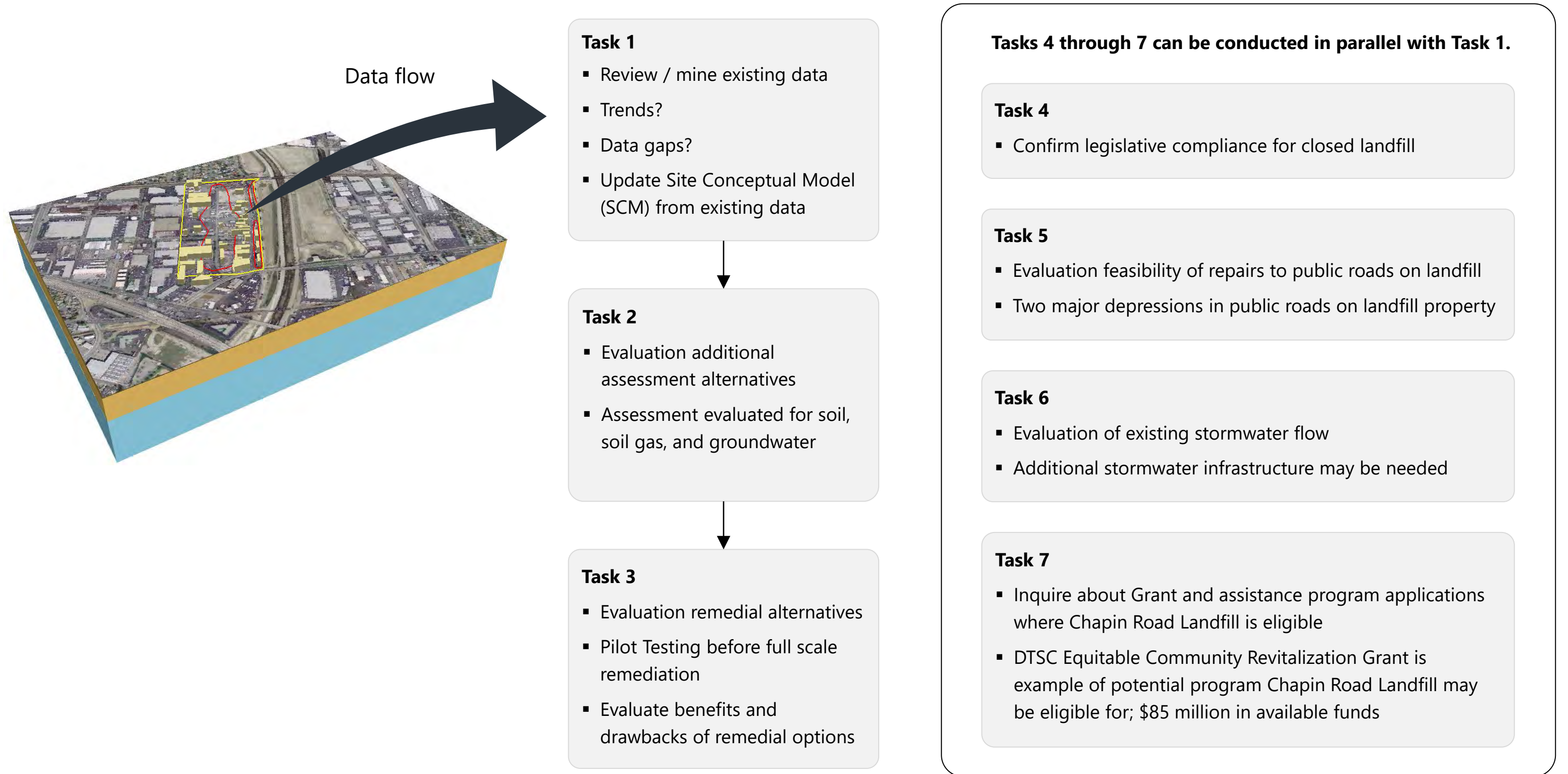


Click image for larger view

3 Scope of City of Montebello's RFP

1. Review all relevant reports and data related to the subject site (and as appropriate, revise the SCM).
2. Develop recommendations for further study and investigation. (i.e., define data gaps)
3. Develop recommendations for remediation, as appropriate and necessary, after completion of above Tasks 1 & 2.
4. Review compliance with existing legislation.
5. Review viability and requirements to repair public roads within the subject project area.
6. Develop a Storm Water Masterplan for the area.
7. Identify funding sources for additional study, remediation and brownfield development.

Cost Effective Project Execution Decision Logic



The PNL Team's Relevant Local Experience



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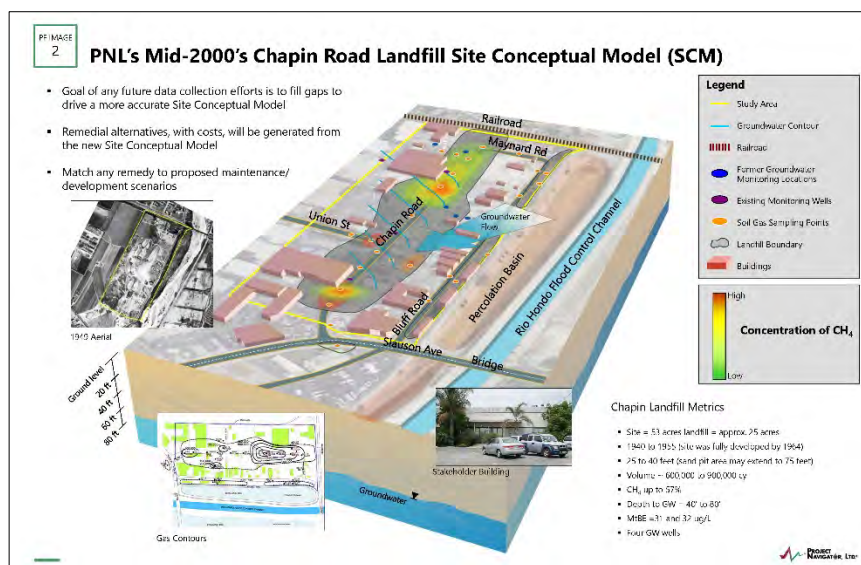


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Appendix B	Local (Landfill) Project Descriptions

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Attachment F	Managing the Landfill/Structures Interface
Attachment G	Other Considerations While Working at Landfills
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Attachment L	Methane Concentrations in Groundwater
Attachment M	Community Outreach Experience

Keywords

Chapin Road Landfill site and locale • Review & data gaps/information gaps definition • Reset mid-2000's Site Conceptual Model (SCM) • Area compliance Vs regulations (e.g., wrt CH4 soil gas) • Recommendations for (focused, and as necessary) remedial actions, road repair, stormwater plan • I/D funding sources¹

1.0 Executive Summary

Project Navigator, Ltd. (PNL) is pleased to submit this proposal for an Environmental Engineering Firm to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis as Needed.

PNL has extensive prior experience and knowledge of the Chapin Road Landfill area via our site assessment and advisory activities in the mid-2000's for the City of Montebello (City)². We view the present-day activities as an extension of that earlier work, as summarized in **Preface Figures 1 and 2**. The PNL Team continues to work on significant, nearby landfill projects in the Los Angeles basin, most of which have similar technical issues as the Chapin Road Landfill (Site). Some of these projects are shown in **Preface Figure 3**.

2.0 RFP Scope of Work and Task Completion Strategies

The City is interested in further characterizing impacts from the Site to soil, air, and groundwater. PNL's capabilities to work with the City at the Site are shown in **Figures 1 and 2**. The proposed scope of work with the specific tasks outlined in the City's Request for Proposal (RFP) is discussed below. PNL's approach and strategies to complete RFP Tasks 1 to 7³ are shown in italics. PNL will meet the City's insurance requirements as outlined in the City's draft Professional Services Agreement and will provide a policy upon request.

- **Task 1: Review Relevant Reports and Data**

Review of historical reports for the Site submitted to various regulatory agencies such as U.S. EPA, CalRecycle, DTSC, and Water Board. In addition, review of data from one

¹ e.g., via U.S. EPA Brownfields grants program & process: <https://www.epa.gov/brownfields/forms/pacific-southwest-region-9-targeted-brownfields-assessment-tba-application>

² The final PNL report to the City, dated March 25, 2009, can be viewed here: <https://projectnavigatorltd.box.com/s/0p8pbc6sy98lagb3z6vckfbzxsji1liw>

³ RFP Section 5, Scope of Work/Services, page 8 of 16.

production well in the northeast corner of the Site and other production wells within a one-mile radius of the Site.

*PNL will conduct file reviews at the above-listed regulatory agencies to review historical data and make copies of key documents. PNL will also obtain a current EDR Report⁴ of the Site. A file review with the Los Angeles County Department of Public Works, Montebello Land & Water Company, Monterey Park Water Department, and any other relevant water districts will be conducted to obtain historical and current data on all production wells onsite and within a one-mile radius of the Site. **Attachment A** is an example table that lists various types of reports and data that will be reviewed. Once all relevant reports and data are reviewed, PNL will update the Site Conceptual Model (SCM) and prepare a memorandum of its findings. A review of the SCM with City staff will allow PNL to identify any data gaps, make recommendations and develop a strategy(ies) for further investigation(s) if, and as needed.*

▪ **Task 2: Develop Recommendations for Further Investigation**

Recommendations for additional assessment of soil, soil gas, and groundwater will be considered, if needed, for the protection of human health and the environment. Recommendations will be based on the review of historical reports.

*Based on the results of the development of the updated SCM, PNL will evaluate if data gaps exist and if additional lateral and/or vertical assessment is necessary in soil, soil gas, and/or groundwater. PNL will consider seasonal fluctuations in evaluating soil gas and groundwater concentrations. Chemicals of Concern (COCs) mass transport pathways, from a risk/exposure perspective, will be defined and evaluated. **Attachment B** is an example table that shows how PNL will track and catalog the assessment of soil, soil gas, and groundwater at the Site. All results, by media, will be stored in a database, thereby allowing GIS review and processing of the information.*

▪ **Task 3: Develop Recommendations for Remediation (as necessary and appropriate)**

Recommendations for additional (area-focused) remediation based on the information gathered in Tasks 1 and 2 will be developed driven by three general criteria:

- The requirements of any remedial technologies/approaches to create safe levels of COCs for the protection of human health and the environment.
- Meet appropriate, site-specific, prescriptive regulatory standards.
- The proposed approaches cost-effectiveness.

⁴ Environmental Database Reports: <https://www.lightboxre.com/product/edr-radius-map-reports/>

Remedial alternatives, if required, will be evaluated based on feasibility such as geology/hydrogeology, surface terrain, and availability of equipment and a power source. Remedial (pilot) testing will be part of the evaluation process. Previous remedial testing and their results will be reviewed. **Attachment C** is an example table that shows how PNL will track various remedial options. All remedial options will be ranked and scored to identify the optimal remedial solution. Each option will be ranked based on feasibility, cost-effectiveness, remedial targets, impacts to the community, and remedial timeframe. Both interim and final results of the above analyses will be presented to the City in a series of “brainstorming sessions.” Finally, a report of the remedial options will be prepared at this milestone point in the project.

- **Task 4: Review Compliance with Existing Legislation**

A review of existing federal, state, and local legislation for closed landfills, translated specific to the Site, will be conducted to verify compliance.

PNL will research City requirements as well as state and federal codes to confirm the Site is in legislative compliance for a closed landfill. PNL will also research the need for a stormwater master plan.

This work will be initiated before Task 3, and concluded after Task 3, so that any proposed remedial strategies can be ranked versus their ability to achieve compliance standards. Task 4 work also includes a review of California Senate Bill 205-Business Licenses and Stormwater Compliance.

- **Task 5: Evaluation of Public Road Repair Within Project Area**

Two major depressions onsite in Chapin Road will be evaluated, and feasible recommendations for road repairs will be made.

PNL will work with road construction contractors to evaluate the feasibility and costs of repairing the two major depressions in Chapin Road. A memorandum summarizing the scope of work and cost estimates will be prepared.

- **Task 6: Development of a Stormwater Master Plan**

An evaluation of the need for stormwater infrastructure will be evaluated.

PNL will evaluate current stormwater runoff conditions and make the determination if additional infrastructure is needed. This includes the design of additional stormwater infrastructure, if required. A memorandum summarizing existing stormwater flow conditions, recommendations for infrastructure and need for a stormwater master plan, and cost estimates will be prepared.

- **Task 7: Identify Additional Funding Sources for Assessment, Remediation, and Development**

Potential funding sources such as grants or assistance programs will be identified to support any additional assessment, remediation, and/or development.

PNL will identify grants and assistance programs for closed landfill sites with U.S. EPA, DTSC, State Water Resources Control Board, Los Angeles Regional Water Quality Control Board, and local water districts. PNL has close relationships with staff within EPA R-9's brownfields grants program, who will be contacted for advice on how to structure funding proposals based on the results of Tasks 2 to 4. The DTSC Equitable Community Revitalization Grant, which has \$85 million available, is a grant program where PNL would apply on behalf of the City for the Site. If the grant/assistance program process is extensive, PNL may need additional funding for the application processes. PNL in the past was able to assist the City to procure a DTSC grant for the methane assessment at the Site. Additional grant and assistance programs are summarized in a table in Attachment D.

3.0 Company Information and Key Personnel

3.1 Company Information

Project Navigator, Ltd.

Project Navigator, Ltd. (PNL) (see: www.ProjectNavigator.com) is a Tustin, California-based (with offices located in Houston, TX and Wilmington, NC), leading, privately-held certified small business, project management and environmental engineering firm which has specialty expertise in managing landfill closures, landfill remedial design and construction, permitting, landfill permitting, data gap analysis, data visualization, stakeholder relations, and extensive experience working with regulatory agencies on complex projects. Since 1997, PNL has developed an extensive track record of designing and implementing innovative solutions for clients at complex landfill closures nationwide. Additional information about PNL is included in **Figure 3**.

3.2 Personnel

Specific project personnel that will provide support on an as-needed basis are introduced below.

Ian A. Webster, Sc.D.

Ian Webster is the President of PNL. Ian had a 15-year career in major projects development with Unocal Corporation before founding PNL in 1997. Dr. Webster has over 35 years of experience in all aspects of landfill remediation projects. Dr. Webster has experience in regulatory agency negotiations, stakeholder coordination, DTSC and EPA grants procurement, data interpretation and optimization, and project “End State Vision” strategies. Dr. Webster has worked on some of the most complex landfills in Southern California. Examples include the following: OII Landfill Superfund Site, BKK Landfill, Waste Disposal Inc (WDI) Landfill

Superfund Site, Chapin Road Landfill, Cal Compact Landfill, Ascon Landfill State Superfund Site, Mid-Valley Landfill and the County of San Bernardino's Milliken Landfill⁵.

Raudel Sanchez, Ph.D.

Raudel Sanchez is a Senior Project Engineer with over 15 years working in all aspects of landfill remediation projects. Dr. Sanchez has extensive experience in landfill closure and design, regulatory agency negotiations, data visualization/interpretation, data gap analysis, permitting, preparation of work plans, and project controls. Dr. Sanchez has worked on the OII Landfill Superfund Site, WDI Landfill Superfund Site, Ascon Landfill State Superfund Site, Chapin Road Landfill, and Mid-Valley Landfill.

Anand Helekar, P.E.

Anand Helekar is a Senior Project Engineer with 30 years of experience in all aspects of landfill remedial projects. Mr. Helekar has experience in regulatory agency negotiations, design of vapor extractions systems, liquid control systems, monitoring systems, construction of RCRA landfill covers, landfill permitting, preparation of work plans, stormwater planning, and data gap analysis. Mr. Helekar has worked on the WDI Landfill Superfund Site, Ascon Landfill State Superfund Site, and the BKK Landfill.

Dan Ediger, B.S.

Dan Ediger is a Senior Project Manager with 20 years of experience in environmental compliance and remediation. Mr. Ediger, as a representative of Principal Responsible Party (PRP) groups and has been involved in liability reviews, permitting, regulatory agency negotiations, monitoring and assessment, and impacted site divestments. As a responsible party (RP) representative for AkzoNobel, Mr. Ediger was involved in providing oversight to Haley Aldrich on the initiation of maintenance operations at the Montville Landfill in Ohio. Mr. Ediger has also worked on the Ascon Landfill State Superfund Site.

Martin Vu, B.F.A.

Martin Vu is PNL's Graphic Design Director with 20 years of experience in graphic design, illustrations, web design and development, SCM development, data visualization, and presentation graphics. Mr. Vu leads PNL's efforts to translate data into project visual product, which then can be used with regulators during compliance negotiations. Mr. Vu also has experience leading a field crew of Federal Aviation Agency (FAA)-approved drone operator for flyovers over remediation sites.

⁵ Where a modern-day re-use has been PNL's design and installation of a 3MW PV solar installation:
<https://projectnavigatorltd.app.box.com/s/ibe9wk hustpljf687kdyq6rj4v7i2cwk>

Lorena Barahona, M.S.

Lorena Barahona is a GIS Specialist with experience in data management, geospatial analysis, data visualization, and cost forecasting and tracking. Ms. Barahona also has extensive experience in preparing isoconcentration and groundwater contour maps, cartographic design, interconnect feasibility studies, and Helioscope irradiation analysis.

Detailed resumes can be found in **Appendix A**. **Figure 4** shows an organization chart of the proposed PNL Team.

4.0 Local Major Landfill Projects' Experience

As presented in **Figure 5** and **Attachments E** through **H**, PNL has significant local experience working at complex landfill sites in Southern California. PNL has functioned as a Project Coordinator at the following state and federal remediation sites.

- **Chapin Road Landfill, Montebello, CA** – is a 53-acre former landfill site impacted with methane and methyl tertiary butyl ether (MTBE). PNL developed a SCM for the Chapin Road Landfill as shown in **Figure 6**. The SCM developed by PNL assisted with site assessment and was crucial in selecting the appropriate sampling strategy for the Phase II Assessment. PNL installed soil gas probes and groundwater monitoring wells as part of the SCM to further assess the site. PNL also conducted a gas extraction test to evaluate enhancements to gas control systems. An aerial photograph review was conducted as illustrated in **Attachments I** and **J**. Methane soil gas and groundwater concentrations were further assessed as presented in **Attachments K** and **L**.
- **Ascon Landfill State Superfund Site, Huntington Beach, CA** – is a closed 38-acre former oil field waste State Superfund landfill site. The site still requires final closure. PNL is working for the RPs to design the final remedial solution and development configuration. The DTSC is the lead regulatory agency at the site. The final remedial solution will involve the removal of selected waste to an offsite landfill, reconsolidation of the remaining waste to the interior of the site, regrading of the site for stormwater drainage, construction of a landfill cover, installation of a landfill gas management system, and construction/maintenance of access roads. Groundwater and soil gas have been assessed. Groundwater monitoring and sampling is currently being conducted. PNL has been involved with the procurement of all permits from regulatory agencies. PNL has completed a remedial investigation and feasibility study, remedial design report, and all other required work plans. PNL coordinates communication between the RPs, budgeting, action items, and scheduling. PNL leads the effort in closure strategy development and coordinates interactions between the eight RPs and the DTSC.

- **BKK Class I Landfill, West Covina, CA** – is a 350-acre landfill site consisting of a Class I and Class III landfill. PNL managed the final closure project on the Class I landfill for the BKK RPs. PNL worked as the PRP Group’s lead project manager, performing contractor/consultant oversight duties of consultants such as SCS Engineers and Geosyntec, and managed technical scope negotiations with DTSC. PNL managed budgets, work scopes, schedules, and product quality.

- **Waste Disposal, Inc. Landfill Superfund Site, Santa Fe Springs, CA** – is a 40-acre federal Superfund landfill site contaminated with metals, polyaromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). PNL designed and managed the landfill cover construction in 2006, which consists of RCRA Subtitle C and D Equivalent Covers. PNL is presently responsible for managing the site’s operations, maintenance and monitoring including gas venting, gas migration control, stormwater, road construction/maintenance, and liquid monitoring/control systems. PNL conducts in-business air, sub-slab soil vapor probe, soil vapor, and groundwater monitoring. The site was recently purchased by a developer, and PNL has been involved in the review of all of the redevelopment work plans and scopes of work and provided comments to the EPA as the lead consultant for the RPs. The “End of Vision” goal of the site is to construct an e-commerce facility that will benefit the City of Santa Fe Springs by bringing in tax revenue and generating jobs for the local community. PNL has completed the procurement of all regulatory permits, consent decree, remedial investigation and feasibility study, remedial design and implementation of the final remedy. EPA has completed three 5-year reviews of the site and has concluded that the site remedy is protective of human health and the environment.

- **Operating Industries Inc. Landfill Superfund Site, Monterey Park, CA** – is a 190-acre federal Superfund landfill site generating 6 million cubic feet/day of methane and 20,000 gal/day of leachate. From 1997 to 2007, PNL managed all aspects of the site closure for the PRPs. The \$120MM work effort included the construction of a landfill cover and gas collection system for the south parcel. PNL was involved in two consent decree negotiations with the EPA and DTSC, remedial investigation and feasibility studies, procurement of regulatory permits, remedial design reports, and completion of the final remedy for the north and south parcels.

- **PG&E Groundwater Remediation, Hinkley, CA** – is a location of a compressor station used to transport natural gas from Texas to California. From 1952 to 1964, cooling water was treated with hexavalent chromium [Cr(VI)] to prevent corrosion of machinery. This cooling water was discharged to unlined ponds, and consequently reached the groundwater table. Groundwater impacted with Cr(VI) is remediated using two distinct technologies, Agricultural Treatment Units (ATUs) and In-Situ Reactive Zones (IRZs). PNL operates as the Independent Technical Advisor to build technical understanding,

trust, and credibility between PG&E and the Hinkley community. PNL conducts community outreach through presentations, workshops, routine office hours, and preparation of newsletters. **Attachment M** presents PNL's capabilities and experience with community outreach. PNL also reviews and provides comments on technical documents associated with the groundwater remediation program.

Preface Figure 3 shows a map of the complex landfill sites that PNL has managed in Southern California. Project details can be found in **Appendix B**. Client references can be provided upon request.

5.0 Regulatory Experience

PNL has extensive experience working with major regulatory agencies in California. These regulatory agencies include DTSC, U.S EPA Region 9, SCAQMD, and the California Regional Water Quality Control Board. Some project specific examples include:

- DTSC: At the Chapin Road Landfill, PNL interacted with the DTSC on behalf of the City of Montebello. At the Ascon Landfill Site, PNL coordinates interactions between the DTSC and the eight RPs. At WDI, PNL participates in representing the RPs in remedy and scope negotiations with the DTSC. At BKK, PNL served as the RP group's lead project manager in conducting technical interface with the DTSC.
- U.S. EPA R-9: At WDI, PNL participates in representing the RPs in remedy and scope negotiations with the EPA. At OII, Dr. Ian Webster of PNL led technical negotiations with the EPA and managed the \$120 MM design and construction of the 145-acre landfill south parcel remedy.
- SCAQMD: At Ascon, PNL works for the PRPs on managing and procuring of air permits.
- Water Board: At the PG&E project in Hinkley, CA, PNL provides a third-party technical review for the Lahontan Regional Water Quality Control Board (Water Board) of all technical documents associated with groundwater remediation. As the Independent Technical Advisor, PNL also builds technical understanding, credibility, and trust between the Water Board and the Hinkley community.

Specific regulatory references can be found in **Appendix B**. PNL's experience in working with various cities is presented in **Figure 7**.

6.0 Project Schedule and Cost

The project schedule and costs for each task can be found in **Figure 8**. The flow chart to conduct these Tasks is presented in **Preface Figure 2** and listed below:

- Review of all relevant historical reports and data
- Develop recommendations for further assessment
- Develop recommendations for remediation
- Evaluation of compliance with existing legislation
- Public road repair evaluation
- Stormwater infrastructure evaluation
- Inquiry into grants and assistance programs.

The total estimated cost is \$87,000. This estimated cost is based on our professional judgement of the anticipated scope of Tasks 1 through 7, and the anticipated expectations of the City regarding quality performance. Costs are subject to change as more information is gained (if necessary).

7.0 Conclusions

This proposal was prepared by PNL to complete the following tasks:

- Review of relevant documents and data
- Evaluation of additional assessment, if necessary
- Evaluation of additional remediation, if necessary
- Review of compliance with existing legislation
- Public road repair evaluation
- Stormwater infrastructure evaluation
- Inquiry about grants and assistance programs.

Through completion of the above-referenced tasks, PNL can help the City reach an “End State Vision” for the Site. This pathway to reach an “End State Vision” is presented in **Figure 9**. Through completion of the above-referenced tasks, the City of Montebello will be positioned to redevelop the Site for land use that is beneficial to the community.

Figures

FIGURE
1

PNL Has the Capabilities to Drive a Brownfields Program at the Chapin Road Landfill

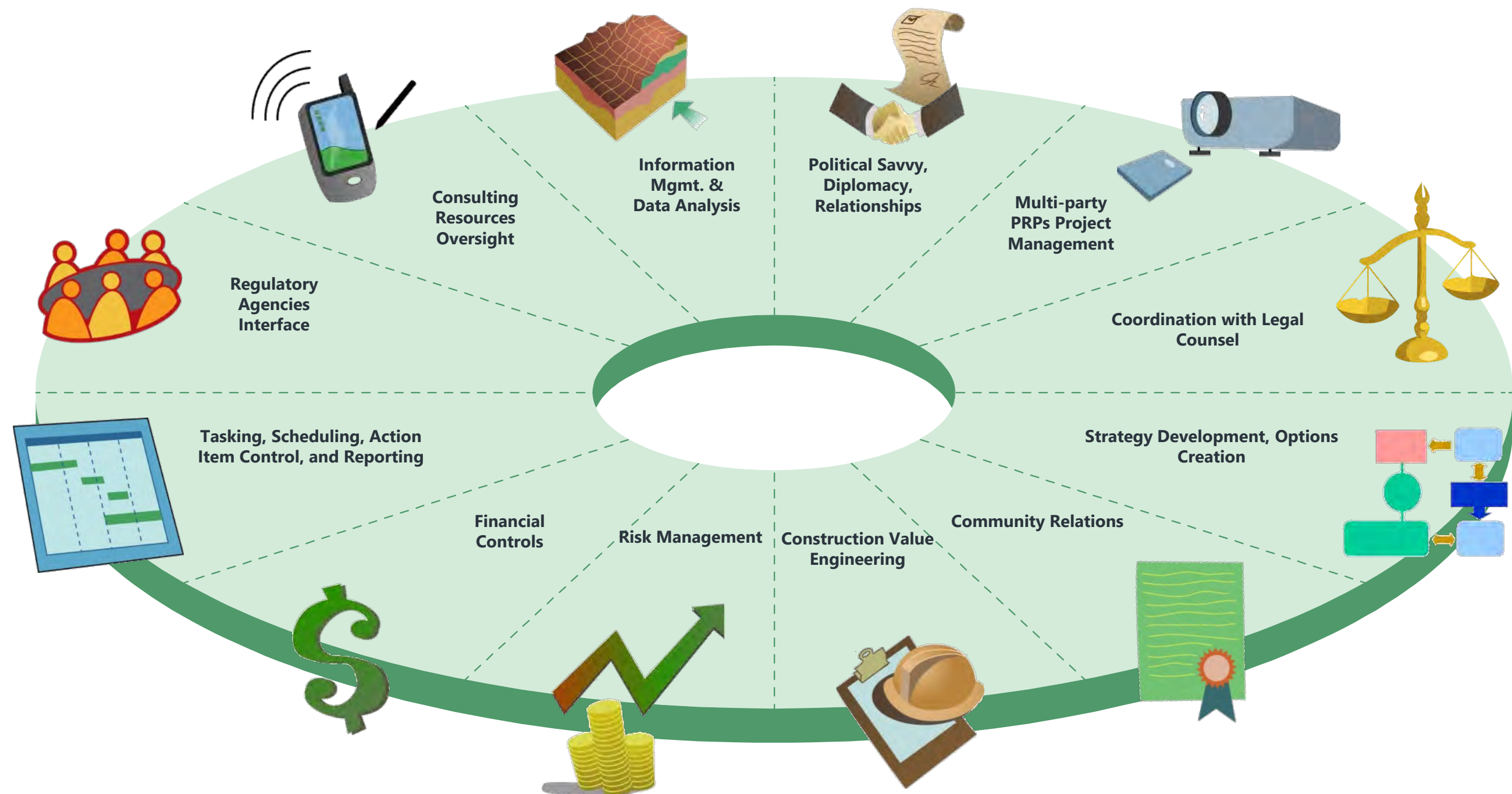


FIGURE
2

PNL Can Manage and Solve Chapin Road Landfill's Issues



PROJECT		Chapin Road Landfill Montebello, CA	Operating Industries, Inc. Landfill (OII) Monterey Park, CA	Waste Disposal, Inc. (OII) Santa Fe Springs, CA	BKK Landfill West Covina, CA	Ascon Landfill Huntington Beach, CA
PARAMETER						
Size (acres)	200					
	100					
	0 acres					
		25	190	40	180	40
Waste Prism Volume (cu.yd.)	6,000,000					
	2,500,000					
	0 cu.yd					
		0.6	30	0.5	25	1.4
Building Structures?		• Onsite businesses	•Homes adjacent •Shopping center scheduled for North Parcel in 2008	•18 onsite businesses •Homes adjacent •St Paul's High School	•Homes adjacent	•Homes adjacent •Businesses adjacent •Edison High School

PNL Company Overview

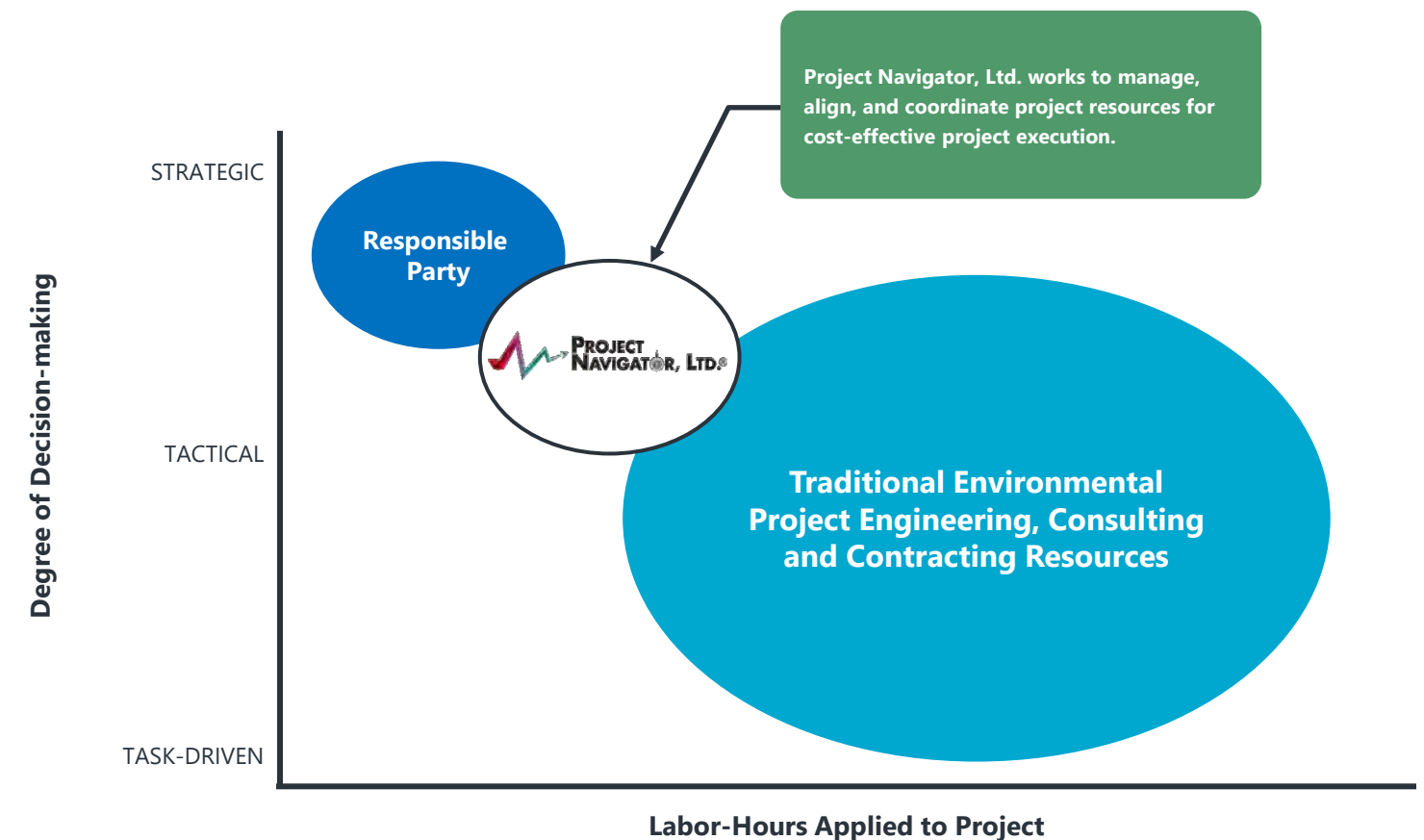
Project Navigator, Ltd. At-a-Glance

Project Strategies • Cost Avoidance • Negotiations • Funds Management



- 30 Professionals (engineers, geologists, graphics)
- 25 years of Project Coordination Services
- Los Angeles & Houston Offices
- High credibility with U.S. EPA & State Regulators
- Excellent reputation with major clients
- Creative, diplomatic problem solvers esp. w/in Client Groups
- Data interpretation, visualization, conceptual site models
- Project advocacy and negotiations

The Niche Where PNL's Project Management Capabilities Add Value and Save Money at Remediation Projects



PNL Team Members Available for Chapin Road Landfill



Ian A. Webster, Sc.D.
Principal-in-Charge

- Chemical engineer.
- 35 + years of experience working on all aspects of legacy site remediation programs; project scope, schedule & risks management.
- Project team management
- PV solar project development for 15 years.
- Project execution strategy development and regulatory negotiations.



Anand Helekar, P.E.
Project Manager

- Environmental engineer
- 25+ years environmental remediation experience
- Soil/groundwater remediation construction operations and maintenance
- Groundwater monitoring and sampling
- Site redevelopment
- Project management and strategy development



Raudel Sanchez, Ph.D.
Senior Project Engineer

- Chemical Engineer.
- 15 years environmental of experience on all aspects of legacy site remediation programs; project scope, schedule & risk development, esp. within EPA & State Agencies.
- Landfill closure & capping expertise from data to design to construction.
- Project execution strategy development and regulatory negotiations.



Dan Ediger, B.S.
Senior Project Manager

- Chemist.
- 20 years environmental compliance & remediation project management experience.
- Company representative for PRP groups; site liability reviews; M&A and impacted site divestment support.
- Project execution strategy development
- Structuring & managing retention of resources, including PV solar developers, via RFP-Bid processes.



Lorena Barahona, B.A.
GIS Specialist

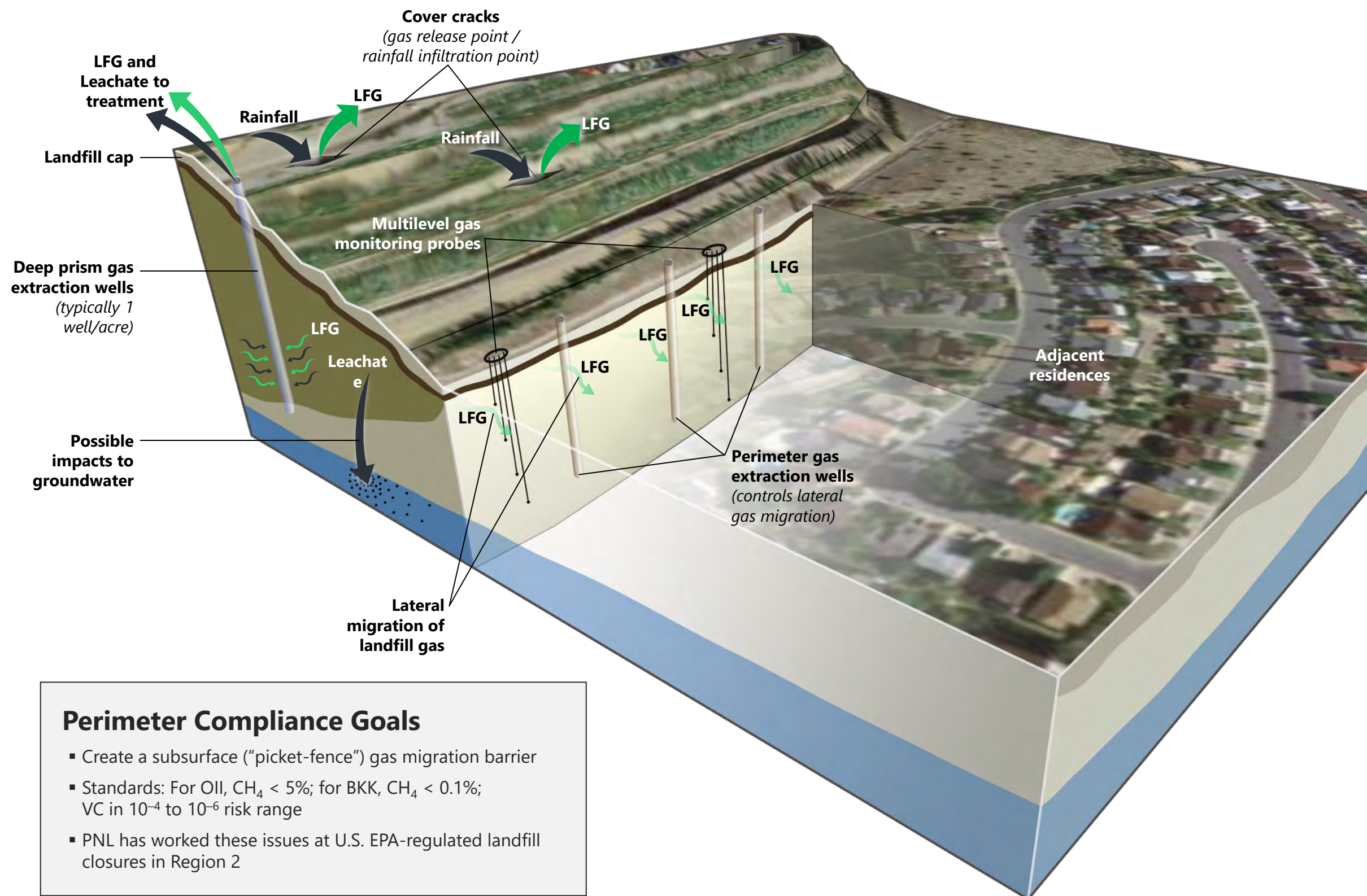
- Data, Geospatial Analysis, GIS.
- Cartographic Design & Data Visualization.
- Database Management.
- Cost Forecasting & Tracking.
- Interconnect Feasibility Studies.
- Knowledge of PV marketplace major developers and business space.
- HelioScope irradiation analysis.



Martin Vu, B.F.A.

- Graphic Design & Art Director.
- 20 years design experience in graphic design, illustration, and web design and development.
- Site conceptual models, data and information visualization, project storyboarding, scale models, infographics, and presentation graphics.
- Leads an in-house PNL crew of FAA-licensed drone operators to capture and develop orthomosaics and flyovers.

PNL Understands Landfills and Their Remedies



The Chapin Road Landfill exhibits many classic LA landfill features, namely:

- Created post WWII and subsequently surface developed
- No installed engineering systems for gas and liquids management
- Methane hot spots above 50% V/V
- Indications of groundwater impacts

Perimeter Compliance Goals

- Create a subsurface ("picket-fence") gas migration barrier
- Standards: For Oil, $\text{CH}_4 < 5\%$; for BKK, $\text{CH}_4 < 0.1\%$; VC in 10^{-4} to 10^{-6} risk range
- PNL has worked these issues at U.S. EPA-regulated landfill closures in Region 2

FIGURE
6

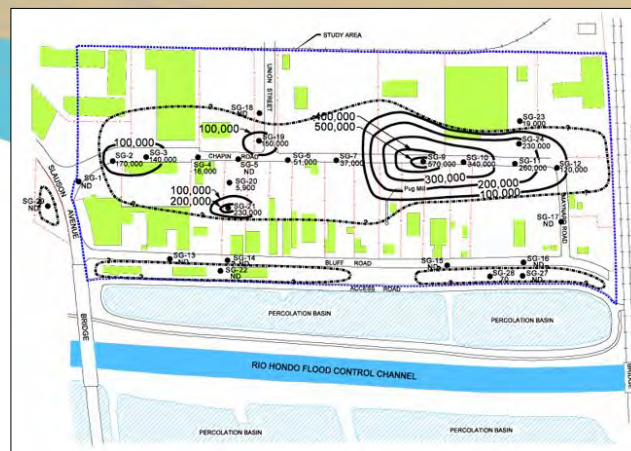
Chapin Road Landfill Site Conceptual Model (SCM)

- Goal of any future data collection efforts is to fill gaps to drive a more accurate Site Conceptual Model
- Remedial alternatives, with costs, will be generated from the new Site Conceptual Model
- Match any remedy to proposed maintenance/development scenarios

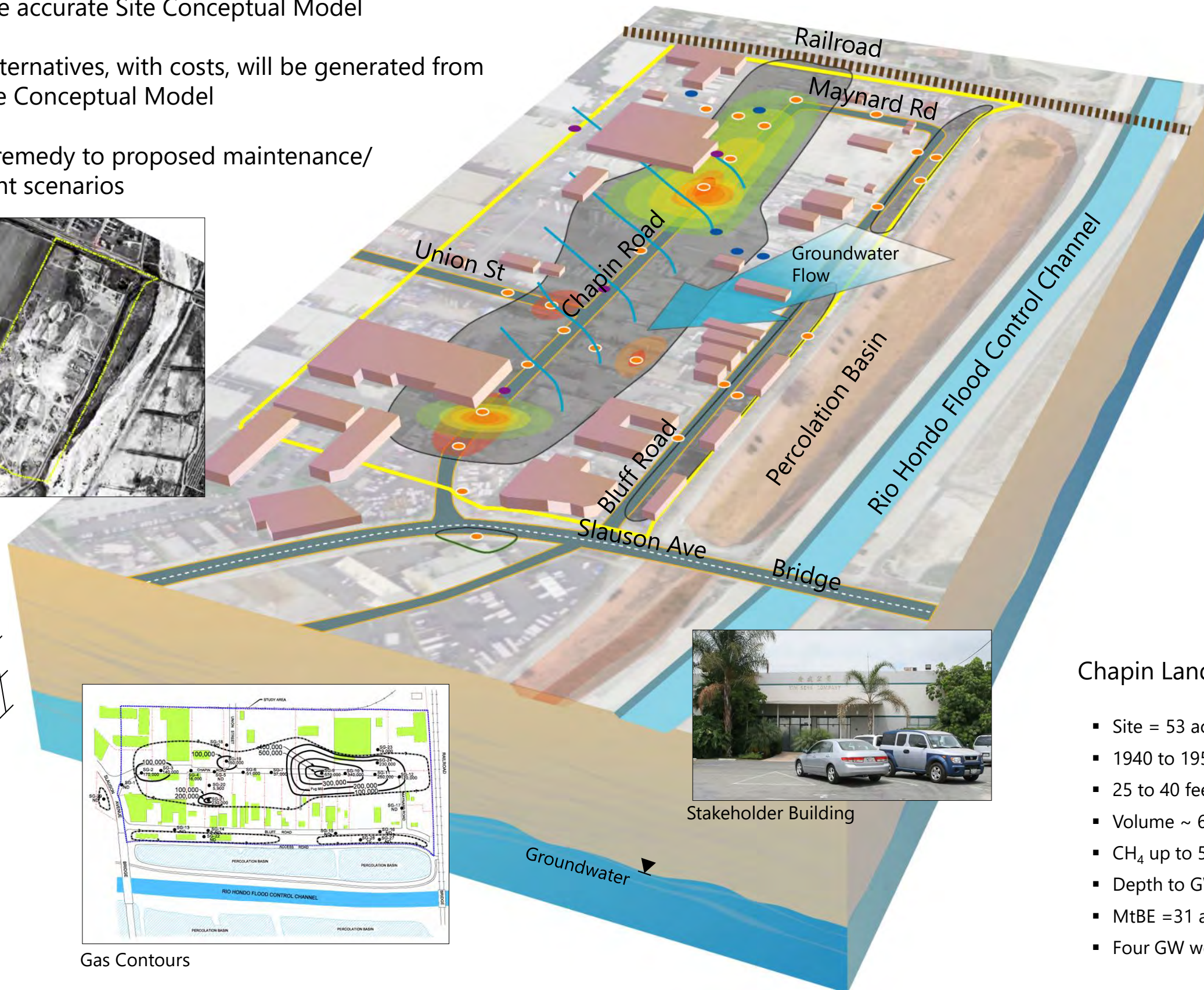


1949 Aerial

Ground level
20 ft
40 ft
60 ft
80 ft



Gas Contours



Legend

- Study Area
- Groundwater Contour
- Railroad
- Former Groundwater Monitoring Locations
- Existing Monitoring Wells
- Soil Gas Sampling Points
- Landfill Boundary
- Buildings



Stakeholder Building

Chapin Landfill Metrics

- Site = 53 acres landfill = approx. 25 acres
- 1940 to 1955 (site was fully developed by 1964)
- 25 to 40 feet (sand pit area may extend to 75 feet)
- Volume ~ 600,000 to 900,000 cy
- CH₄ up to 57%
- Depth to GW = 40' to 80'
- MtBE = 31 and 32 ug/L
- Four GW wells

PNL Currently Works with Various Cities



Proposed Schedule and Budget

A Forecasted 8 to10-month Work Timeframe

No.	Task	Costs	1	2	3	4	5	6	7	8	9	10	11	12
0	City of Montebello and PNL Contract Execution	\$0												
1	Review of Historical Reports and Data	\$12K												
2	Evaluation & Recommendations for Additional Assessment(s)	\$18K												
3	Evaluation & Site-Specific Formulation of Remedial Alternatives	\$20K												
4	Legislative Compliance	\$5K												
5	Public Road Repair Evaluation	\$10K												
6	Stormwater Infrastructure Evaluation	\$10K												
7	Grant and Assistance Programs (Early evaluation during Tasks 1 & 2, followed by a 2 nd Grant Application Phase after completion of Task 3)	\$12K												

Estimated Cost: \$87,000

(Comments: This forecast is made based on our professional judgement of the anticipated scope of Tasks 1 to 7, and the anticipated expectations of the City regarding quality performance. Costs are subject to change as more information is gained).

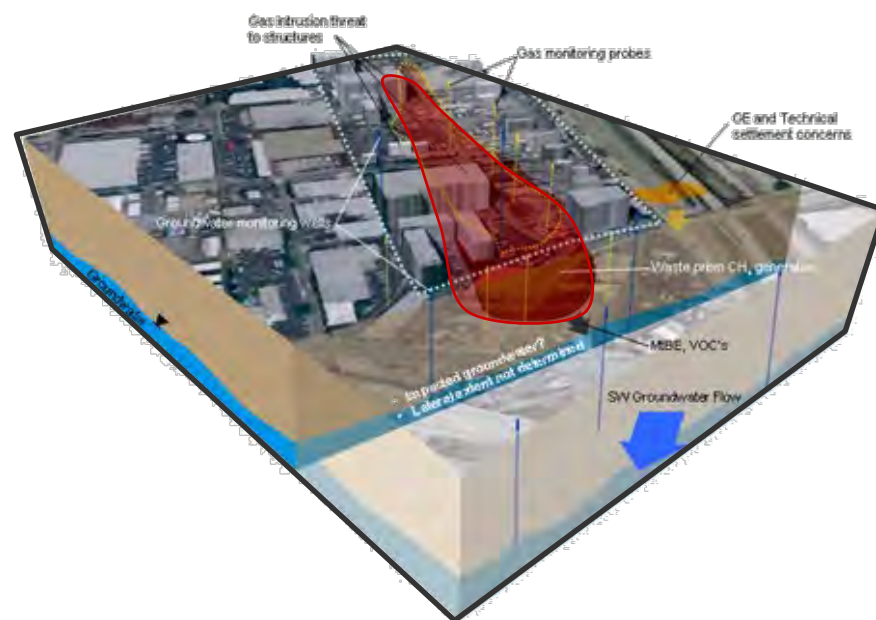
End State Vision for City of Montebello

- We will work as a **Technical Leader** and **Project Advocate**
- We will derive and manage a **Solution to the Environmental Impediments to Redevelopment**

City of Montebello Management & Oversight

Stakeholders / Events

Current Conditions



The PNL Team as Project Advocate

- US EPA
- RWQCB
- Developers (Brownfields)
- Financing
- Integrated Solutions (i.e.. Slab = Remedy)
- Marketing and Outreach
 - US EPA Brownfields Conferences
 - Urban Land Institute
 - ICSC
 - Grant Writing

End State Vision



- Remedied site
- Compliant
- Redevelopment
- Ability to obtain loans

Appendices

Appendix A

Resumes

Ian A. Webster, Sc.D.



Ian A. Webster

President, Senior Project Manager

Sc.D.

MIT, 1984

M.S.

Cornell University, 1979

B.Sc.

Strathclyde University, UK, 1976

All degrees in chemical engineering.

Focused Experience

- Remediation strategy development and planning
- Oversight at major remediation projects
- Risk based remediation planning
- Remediation at oil company projects from disposal sites to pipelines
- Sediments sites assessment and remediation
- Regulatory negotiations
- Risk management
- Remedial solutions
- Organizational structuring
- Cost avoidance strategies
- Optimizing pace to closure
- Data mining
- Allocation
- Site conceptual models
- Advocacy presentations
- Public agencies
- Cities & municipalities
- Meeting facilitation
- Resource utilization
- Design and construction oversight

Focused Capabilities

- Chemical/environmental engineer with 30 years of experience in most aspects of oilfield assessments and remediation. Performed at work at all types of oil facilities and installations, including active and abandoned pipelines.
- Project management with specialized capabilities and interests in data and information interpretation, modeling and visualization for the express purpose of improved client understanding and decision-making.

Skills

- Extensive understanding of oil driven (tank farm, refinery, oil field and pipeline) remediation projects and possible remedial approaches
- Remediation strategies and development of remedial options
- Management of complex environmental sites and programs
- Group management, and facilitation, leading towards decision-making and actions
- Site and situational assessment. Data confidence and data gap analysis
- Scenario and site conceptual model formulation
- Data mining and re-use via such techniques as GIS
- Project scheduling, logistics and critical path analysis
- Visual representation of complex technical concepts and scenarios
- Preparation of effective and audience accessible technical reports and presentations
- Project advocacy to agencies and public
- Resource selection, team building and management
- Relationships within the oil sector environmental world
- Project presentations in public forums

Representative Experience

Worked/working on site strategy development and implementation at complex assessment and remediation projects.



Independent Review Panel Manager, PG&E's Chromium 6 Groundwater Remediation Project, Hinkley, California Selected by the Hinkley Community, PG&E and Water Board to staff this ombudsman technical advisor position for the Community. In this role, advises community members about their technical concerns, comments on technical documents, and makes monthly presentations to the Community. Extensive details available at www.HinkleyGroundwater.com.



Honolulu Harbor State Superfund Site PNL has just been retained to assist the responsible parties plan the long-term future of the work. The 500 acre+ site by downtown Honolulu is criss-crossed by 100's of buried pipelines of varying ages and integrity.



MAR Services Site, Lafayette, Louisiana

Devised and then implemented a remediation program for Exxon at this former oil field waste disposal facility. Managed the removal of all tanks, and associated pipelines. Negotiated with Dept of Natural Resources, then implemented, a "risk based 3 ft-only" remediation plan.



Operating Industries Inc. (OII) Superfund Site, Monterey Park, California

President of New Cure, Inc., (NCI) from 1997 to 2000, and 2004 to 2006. NCI was established by the major PRPs to oversee and manage the extensive remediation programs at the Operating Industries Inc (OII) Superfund Site Landfill in Los Angeles. I was the "owners' representative" for a \$120MM construction phase where a landfill cap and gas collection pipeline system was installed.

Employment History

1997 to Present Project Navigator, Ltd.

Founder and President. Since founding PNL, I have worked to establish the firm as a respected team of problem solvers who focus on large, complex, regulatory impacted, remediation projects. I have created a company culture that strongly relies on the use of visual techniques to promote site conditions understanding, options development and, project problem solving with the client. Company has an excellent reputation within the oil business.

1984 to 1997 UNOCAL Corporation

Entered the company as a research engineer in the Brea, CA facility. Promoted into the Corporate Environmental Department in Los Angeles and from there into, what was formerly known as, Corporate Environmental Remediation and Technology. Focused on projects in California, and the Gulf Coast and for a time supported O&G new ventures on projects in Argentina and India. Resigned from Unocal with title of Chief Engineer, Superfund Projects in 1997 to establish Project Navigator.

Other

- Author of more than 35 peer reviewed technical papers
- Adjunct Professor of Chemical Engineering at University of Southern California
- Testified before Senate and House Committees on Superfund Issues
- Expert Witness Experience

Anand S. Helekar, P.E.



Anand S. Helekar, P.E.
Project Manager

M.S. Civil Engineering,
California State University,
Fullerton, 1998

B.S. Civil Engineering,
University of California, Irvine,
1994

Focused Experience

- Project Management
- Site Assessment
- Soil/Groundwater Remediation Construction and Operation and Maintenance
- Stormwater Plan Development
- Underground Storage Tank (UST) Removal
- Emergency Response
- Groundwater Monitoring and Sampling
- Site Redevelopment
- Technical Report Preparation

Professional Certification

Professional Civil Engineer,
California, (#C058490), 1998

Specialized Training

- 40-Hour OSHA 29 CFR 1910.120, 1994
- 8-Hour Refresher OSHA, 2023
- 10-Hour OSHA Construction Safety and Health, 2019
- Trench Plate and Excavation Training, 2005

Mr. Helekar has over 30 years experience in environmental engineering. He has gained extensive experience in the technical and financial aspects of project management, as well as in interacting with both clients and regulatory agencies. Mr. Helekar has gained experience by developing project lifecycles, budgets, and scopes of work, evaluating and selecting available staff, subcontractors, and expenditures for projects, making presentations to both clients and regulatory caseworkers, reviewing invoices, preparing and modifying project schedules, preparing agendas for periodic project conference calls, and evaluating learning opportunities when project activities do not occur as planned. He has gained expertise in site characterization, remediation, regulatory compliance, stormwater plans, and maintenance of project schedules and budgets. Mr. Helekar's project experience includes the drilling and installation of monitoring and remediation wells; soil and groundwater sampling; soil vapor extraction (SVE), groundwater pumping, and air/ozone sparge pilot testing; remediation system installation, maintenance, and operation; removal of USTs; well abandonment; remedial investigations and feasibility studies, stormwater plans; and report preparation.

Representative Experience

- **Waste Disposal, Inc. Superfund Site - Santa Fe Springs, CA** **2006-Present**
Project Manager
Mr. Helekar serves as Project Management of the Waste Disposal, Inc. Superfund Site; Redevelopment of Site; Operation and Maintenance of SVE and Liquid Recovery Systems; Liquid Recovery Pilot Testing; and Vapor Well, Indoor Air, Sub-Slab Soil Vapor Probe, and Groundwater Monitoring. Mr. Helekar interacts with and made presentations to the client (Project Navigator, Ltd.), Waste Disposal, Inc. engineers, regulatory caseworkers, developers, and other consultants. Mr. Helekar corresponds with redevelopers to review designs and schedules and evaluate the impact of planned redevelopment activities to the site. He also manages subcontractors, reviews invoices, prepares and maintains project budgets, and prepares technical reports. Other duties include, operating and maintaining SVE and Liquid Recovery systems to remediate petroleum hydrocarbon and chlorinated compound-affected soils and groundwater. All work was performed under the jurisdiction of the U.S. Army Corps of Engineers and Environmental Protection Agency (EPA).
- **BKK Class III Landfill - West Covina, CA** **2016-2020**
Project Manager
Mr. Helekar served as Local Enforcement Agency (LEA) for BKK Class III municipal landfill; Mr. Helekar conducted monthly site inspections to monitor perimeter soil vapor probe concentrations and impacts as well as landfill conditions and maintenance. He also managed subcontractors, reviewed invoices, prepared and maintained project budgets, prepared technical reports, and interacted with regulatory agencies and third parties. All work was performed under the jurisdiction of California Department of Resources, Recycling, and Recovery (CalRecycle) and the Department of Toxic Substances Control (DTSC).
- **Circle K and ExxonMobilService Stations, Multiple Site Management - Various Locations, CA** **2011-2020**
Project Manager
Mr. Helekar served as Project Management of Multiple Active Fuel Service Stations; Site Assessment; Operation and Maintenance of SVE, Air Sparging, Ozone Sparging, and Groundwater Pump-and-Treat (GWPT) Systems; SVE, Groundwater Pumping, and Air Sparge/Ozone Sparge Pilot Testing; and Groundwater Monitoring. Mr. Helekar managed multiple active fuel service station projects. Additionally, Mr. Helekar interacted with and made presentations to both Circle K and ExxonMobil Engineers and regulatory caseworkers. He also managed subcontractors and reviewed invoices, prepared and maintained project budgets, and installed monitoring and remediation wells using hollow-stem auger drilling techniques to assess petroleum hydrocarbon-affected soil and groundwater. Other duties included, collecting soil samples and classified soil types; conducting pilot tests to assess the feasibility of SVE and air/ozone sparging; operating and maintaining SVE, air/ozone sparging, and GWPT systems to remediate petroleum hydrocarbon affected soils and groundwater; and conducting remedial excavations during UST removal/site demolition activities to remove petroleum hydrocarbon impacted soils. All work was performed under the jurisdiction of various local oversight agencies.
- **Sempra Energy/San Diego Gas and Electric Electrical Substations, Preparation of Stormwater Plans - Multiple Locations, San Diego, CA** **2002**
Field Surveyor
Mr. Helekar conducted field surveys and prepared Stormwater Plans based on field observations. He visited sites to assess oil-containing equipment, secondary containment and potential pathways to offsite receptors due to a release of fuel during period of rainfall; Mr. Helekar also proposed solutions to provide adequate secondary containment if necessary. Additionally, he prepared SPCC plans to obtain compliance for facilities.

Raudel Sanchez, Ph.D.



Raudel Sanchez

Project Manager

Ph.D.

University of Southern California, Los Angeles, Chemical Engineering, 2008

B.S.

California State University Long Beach, Chemical Engineering, 2002

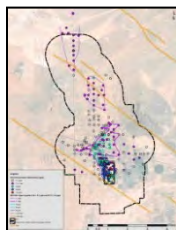
Focused Experience

- Fate and transport modeling
- Groundwater modeling
- MODFLOW and MODPATH
- Groundwater analysis
- Data analysis
- Data mining
- Project cost analysis
- Remedial solutions
- Landfill gas modeling
- Artificial neural networks applications
- Site conceptual models
- Environmental site assessment

Skills

- Groundwater science and engineering
- Groundwater software simulation (MODFLOW and MODPATH)
- Groundwater remediation
- Groundwater analysis and modeling using USGS MODFLOW
- Site conceptual models (SCMs)
- Information and data visualization
- Site knowledge assessment and data gap analysis
- Data mining and re-use via such techniques as GIS

Representative Experience



Hinkley Cr6 Groundwater Contamination, Hinkley California

Project engineer supports the Independent Review (IRP) Manager for the Hinkley Cr6 Groundwater Remediation Program providing technical support and interpretation for the Community Advisory Committee (CAC) and the Hinkley Community on all key technical documents. Key tasks includes the review and interpretation of quarterly groundwater monitoring reports, monthly hydraulic control reports, quarterly in-situ reactive zone (IRZ) remediation reports, quarterly agricultural treatment unit reports, Cr6 Background Study, and review of Water Board's Cleanup and Abatement Orders. Prepares and submits comments letters on behalf of the CAC and the Hinkley Community to the Water Board regarding all technical aspects of the Hinkley Groundwater Remediation Program. Participates in the Hinkley Technical Working Group (TWG) to develop a strategy to implement the current USGS Cr Background Study for the Hinkley Valley. The TWG consist of the key stakeholders (PG&E, Water Board, USGS, CAC and the IRP Manager). The TWG is also working on developing a USGS MODFLOW Groundwater Model to understand historical Cr6 releases from the source.



Waste Disposal Inc. (OII) Superfund Site, Santa Fe Springs, California

Project Manager of the 40 Acre Superfund Site located in Santa Fe Springs Ca. Key responsibilities includes working with RP group, EPA and DTSC personnel. Manages all OM&M activities consisting of groundwater, soil vapor air, in-business air and sub-slab sampling and monitoring. Review of groundwater and air data for technical reports. Prepared quarterly and annual technical reports for site update to EPA. Prepared budget/schedule of OM&M activities for the site.

Employment History

2008-Present

Project Navigator, Ltd., Brea, CA *Project Manager*

2003-2008

University of Southern California, Los Angeles, CA *Research Assistant*

- Developed fate and transport groundwater flow models
- Developed gas and liquids migration software for municipal solid waste landfills
- Use genetic algorithms to optimize complex functions
- Use Super Computers to perform landfill simulations involving two-phase flow
- Use Artificial Neural Networks to forecast the future conditions of CVX Sites

Publications & Conferences

Sanchez R, Mehrdad, Tsotsis T, Sahimi M., *Computer Simulation of Gas Generation and Transport in Landfills II: Dynamic Conditions*, Chemical Engineering Science (CES) Vol. 61 (2006) 4750-4761

Sanchez R, Mehrdad, Tsotsis T, Sahimi M., *Computer Simulation of Gas Generation and Transport in Landfills III: Development of Landfills' Optimal Mode*, Chemical Engineering Science, Vol. 62 (2007) 6378-6390

Sanchez R, Mehrdad, Tsotsis T, Sahimi M., *Computer Simulation of Gas Generation and Transport in Landfills IV: Modeling of Liquid-Gas flow*, Chemical Engineering Science, Vol. 65 (2010) 1212-1226

Sanchez R, Li H, Tsotsis T, Sahimi M., *Computer Simulation of Gas Generation and Transport in Landfills V: Use of Artificial Neural Network and the Genetic Algorithm for Short- and Long-Term Forecasting and Planning*, Chemical Engineering Science, Vol. 66 (2011) 2646-2659

Development of Optimal Model of a Landfill Using Massively-Parallel Computers, AIChE Annual Meeting Nov. 2004 Austin, Texas

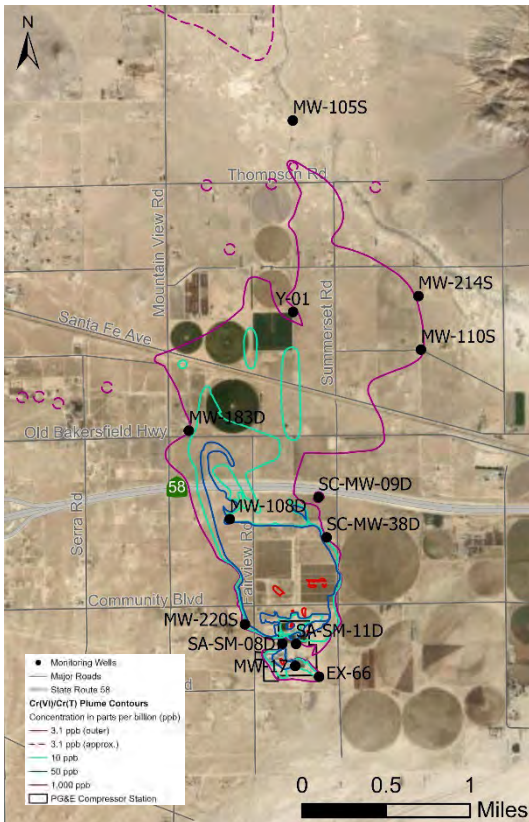
Modeling Landfills as Large-Scale Bioreactors. A Tool for Predicting Landfill Gas Production and Addressing Safety Issues, AIChE Annual Meeting Nov. 2007 Salt Lake City, Utah

Appendix B

Local (Landfill) Project Descriptions

PG&E's Hinkley Chromium-6 Groundwater Remediation Program, Hinkley, California

Largest Groundwater Remediation Project in California, Where PNL is Providing Management Services



CLIENT(S)

Pacific Gas & Electric, Lahontan Regional Water Quality Control Board, Hinkley Community Advisory Committee, and Hinkley Community at-large

KEYWORDS

Groundwater Remediation, Community Technical Advisor, Community Outreach, Hexavalent Chromium, Independent Review Panel, Toxicology, Environmental Impact Report, Liaison

PERIOD OF PERFORMANCE

2012-Present

PROJECT VALUE

- Past and future remedy costs expected to exceed \$2 Billion

PROJECT DESCRIPTION

Between 1952 and 1966, PG&E used hexavalent chromium, also known as chromium 6, to fight corrosion in its cooling tower waters. The wastewater from the cooling towers was discharged to unlined ponds at the site. Some of the wastewater percolated to the groundwater, resulting in hexavalent chromium pollution. The chromium affects an area of groundwater at least eight miles long and two miles wide.

In 2011, the Lahontan Regional Water Quality Control Board ordered PG&E to provide the Hinkley community with an Independent third-party Technical Advisor. In 2012, ***PNL was selected by the Hinkley Community Advisory Committee to perform in the role of the Independent technical advisor.***

PNL performs in a critical and complex role as the Independent Technical Advisor with responsibilities for bridging the technical understanding (and trust/credibility) gap between PG&E and the local Hinkley Community. In this advisory capacity, PNL has performed the following activities since February 2012:

- Reviews and comments on all project documentation from PG&E and the Water Board
- Participated in Remediation Environmental Impact Report (EIR), development of the Final Water Board Cleanup and Abatement Order, and the development of USGS Cr(VI) Background Study
- Hosted and Facilitated 60 Community Meetings
- Hosted and Facilitated 6 Community Open Houses
- Managed and ran 120 Weekly Community Advisory Committee Meetings
- Reviewed and commented on more than 200 Major Reports
- Made more than 10 major project presentations to the Water Board
- Held 300 days of office hours in Hinkley to answer community questions in an informal setting
- Created and maintained a website with information regarding the Hinkley Remediation project, www.HinkleyGroundwater.com

PROJECT MANAGER AND STAFF

PM: Raudel Sanchez, Ph.D.

Staff: Anand Helekar, P.E.

REFERENCES CAN BE MADE AVAILABLE UPON REQUEST

Operating Industries Inc. (OII) Landfill CERCLA Site, Monterey Park, California

Largest, Most Complex, Landfill Cap and Gas System Remediation Project Managed in California



KEY TAKE-AWAYS

- 45-acre “development-opportunity” North Parcel
- Western 10-acres (highlighted in image above), capped and made ready for tilt up development under PNL design and construction management
- 145-acre South Parcel
- Capped, under PNL management, with the installation of a landfill gas system in the late 90’s
- Work performed by Foster Wheeler (now TTEC)

CLIENT(S)

New Cure, Inc., which is “owned” by approximately 80 major responsible parties

KEYWORDS

Landfill Cap Construction, Gas and Leachate Management Systems, Perimeter Groundwater Assessment and Management, Project Oversight, Cost Control, EPC Contract Management, Superfund, Capping for Development (North Parcel), Project Advocacy, Presentations

PERIOD OF PERFORMANCE

1996-Present

PROJECT VALUE

Total remedy value of over \$800 million, with PNL personnel having direct line responsibility for over \$200 million of design and construction costs for the Responsible Parties.

PROJECT DESCRIPTION

Over the past 20 years, Project Navigator, Ltd. staff have been instrumental in managing and driving the technical and strategic closure of the challenging and problematic OII CERCLA site by the 60-Freeway. PNL’s management of negotiations, engineering and construction activities was performed for a group of more than 80 Responsible Parties who had previously disposed of wastes as the landfill from 1948 to 1984. Total costs to date (past and future) are estimated to be about \$800 million. About \$200 million of these costs were under the direct supervision of PNL personnel.

For example, from 1996 to 2000, ***PNL’s Dr. Ian Webster led the technical negotiations with US EPA and subsequently managed the \$150 million design and construction program on the 145-acre landfill South parcel as President of the PRPs’ Cleanup Organization*** called New Cure. Part of the engineering for the OII Landfill included construction of a 3MW electrical power generation station from landfill gas combustion.

Later, a ***second PNL staff member (Mary Esper) undertook a similar mission for the design and construction of a cap for a 10-acre portion of the north parcel*** (see adjacent aerial).

The work in this area was complex since the ***North Parcel acreage has retail development potential, resulting in the PRPs funding the construction of a cap and waste containment remedy over which vertical development can occur.***

Landfill waste was found within the Caltrans right-of-way (ROW) along the 60-Freeway. Removal of the waste from the Caltrans ROW necessitated acquiring a permit from Caltrans and surgically removing and segregating discovered WWII munitions waste.

PROJECT MANAGER AND STAFF

PM: Ian Webster, Sc.D.

Staff: Raudel Sanchez, Ph.D.

REFERENCES CAN BE MADE AVAILABLE UPON REQUEST

Ascon Landfill Site, Huntington Beach, California

Largest LA-Basin Project Where PNL Represented the Landfill Owners in EIR Preparation and Negotiations Pursuant to CEQA



KEY TAKE-AWAYS

- 38-Acre Landfill Site
- DTSC Interaction & Remedy Negotiations
- Active Adjacent Community
- Cap and Selective Waste Removal Remedy
- Oversight, Management and Advocacy

CLIENT(S)

Chevron, ConocoPhillips, ExxonMobil, Shell, Atlantic Richfield, Dow Chemical, Northrop Grumman Systems, and Southern California Edison. The landfill site is jointly owned by Chevron and ConocoPhillips.

KEYWORDS

Landfill site closure, design constructability, consultant and contractor oversight and management, cost and schedule controls, cap design and construction, DTSC Negotiations, CEQA interface with DTSC, site strategy, presentations, extensive public affairs

PERIOD OF PERFORMANCE

2001-Present

PROJECT VALUE

- Remedy cost of approximately \$40 million; past costs, including interim removal costs, have exceeded \$50 million.
- The contract for DTSC's CEQA consultant has exceeded \$1.5 million, expended over 13 years due to an on-off CEQA process.

PROJECT DESCRIPTION

Project Navigator, Ltd. is the Project Manager/Coordinator for the Ascon Landfill Site in Huntington Beach, California. Ascon is a 38-acre former landfill that is now a State Superfund site containing mostly oil exploration waste and construction debris. ***PNL manages all aspects of the project, including communications and negotiations between the site owners, potentially responsible parties, and the oversight agencies; manages consultant and contractor costs, tasks and schedule controls; maintains and drives the site's closure strategy and coordinates interactions between the eight Responsible Parties (RPs), DTSC (the site's lead oversight agency), as well as other regulators. PNL also manages the public affairs for the project, including conducting regular briefings and Site orientations with the City, including emergency responders, preparation and distribution of facts sheets and community notices, public meetings and open houses held in the community, hosting a project website to inform the community of public documents and activities, and a hotline during construction activities.***

The final remedy for the site consists of removal of select waste to an offsite landfill facility, reconsolidation of remaining waste to the interior of the site, re-grading the site to provide suitable storm-water drainage gradients, and ***construction of a cap*** to cover remaining waste materials. Groundwater and landfill gas at the site have been assessed. Groundwater continues to be monitored, while design of the cap will incorporate a landfill gas collection and treatment system.

Preparations for the remedy, managed by Project Navigator, Ltd., have included remedial investigations for soils and groundwater, risk assessments, the feasibility study, the Remedial Action Plan, modifying the agency-approved remedy, construction contractor evaluation, selection and management of contractors, cost analyses, California Environmental Quality Act (CEQA) oversight (including the DTSC-certified Environmental Impact Report), and management of the project budgets and long-term forecast.

PNL maintains a website containing information about the project at www.asconhb.com.

PROJECT MANAGER AND STAFF

PM: Tamara Zeier, P.E.

Staff: Steve Howe, P.E.

Staff: Raudel Sanchez, Ph.D.

Staff: Anand Helekar, P.E.

REFERENCES CAN BE MADE AVAILABLE UPON REQUEST

BKK Landfill Site, West Covina, California

Example of a Major, Responsible Parties Funded, \$500MM Landfill Cap and Gas Collection Landfill Closure Project Led and Managed by PNL Staff



KEY TAKE-AWAYS

BKK Working Group, comprising of more than 50 major corporations who had previously disposed of wastes at the BKK Class I landfill site.

KEYWORDS

Landfill remedy and closure, DTSC Interaction and Negotiations, Contractor Management

PERIOD OF PERFORMANCE

2004-Present

PROJECT VALUE

Greater than \$100 million, with the total Class I, long-term closure and OM&M costs expected to exceed \$500 million.

PROJECT DESCRIPTION

The BKK landfill is located in the southern portion of the City of West Covina, California (City) at the western end of the San Jose Hills. The site originally consisted of approximately 583 acres of rural land. The site now consists of Class I and Class III landfills of 190 and 160 acres, respectively, on the central portion of the property.

A large group of responsible parties (50+) is funding the closure of the Class I landfill, and for the past 10 years, Project Navigator, Ltd. has performed as the **RP group's lead project manager, contractor oversight PM, and DTSC technical interface. In this role PNL manages an onsite team of companies such as SCS Engineers and Geosyntec. Massive effort has been devoted to technical negotiations with DTSC, as the lead agency.**

PNL's wide-ranging project oversight and budgetary control activities have included:

- Managed the work of many contractors, including SCS Engineers and Geosyntec Consultants. Involves both office and field work.
- Team Leader – Devises and maintains the overall remedial strategy, manages budgets, schedules and scopes, as well as product quality. Provides annual cost and schedule forecasts and projections. Manages over 200 people on the project, and is liaison for all interaction with DTSC
- Strategically evaluates cost drivers and operational costs
- Reviews Work Authorizations (WAs). Makes remedial/strategy presentations to RPs
- Reviews/(challenges) monthly invoicing (over \$1 million/month) and provides summary and recommendations for payment to the BKK Working Group. PNL's Jerry Fauchaux (resume included) is one of PNL's Project Managers working on the BKK landfill.

PROJECT MANAGER AND STAFF

PM: Ian Webster, Sc.D.

REFERENCES CAN BE MADE AVAILABLE UPON REQUEST

Example of a City-Owned Landfill Being Assessed for Redevelopment



City of Montebello - Regulatory interface and technical negotiations on behalf of the City with EPA and DTSC

Landfill, Landfill Gas Assessment, Groundwater Assessment, Probe and Well Installation, Landfill Area land reuse planning, Interface with Building Owners

2006 to 2009

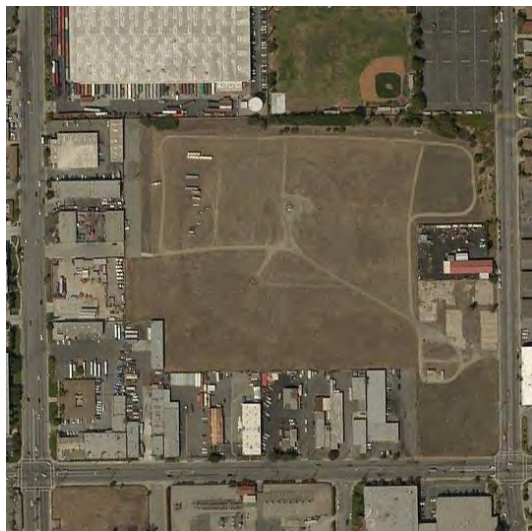
\$0.4 million

1. Collected and integrated all available, and limited, prior data and information to formulate a ***Conceptual (Visual) Site Model (CSM)*** to assist with City and PNL site assessment decision-making. ***See opposite.***
2. Installed gas probes and groundwater monitoring wells to verify the CSM and better define the vertical and lateral extent of impacts, plus quantify the landfill's methane gas generation rate.
3. Perform a one-well landfill gas extraction test, to pilot test the extent and scale up costs associated with improved gas control systems that could possibly be installed in and around existing structures.
4. Interact on the City's behalf with DTSC technical and program managers.

Staff: Raudel Sanchez, Ph.D.

Waste Disposal Inc. Landfill CERCLA Site, Santa Fe Springs, California

Example of a Local Landfill Site, Now Ready for Reuse, Whose Assessment and Capping Was Entirely Project-Managed by PNL Staff



PROJECT DESCRIPTION

PNL is the Project Oversight Manager / Coordinator for 38- acre Waste Disposal Inc. (WDI) Superfund Site located in Santa Fe Springs, CA.

PNL's key responsibilities include representing the Responsible Parties on all technical and engineering matters, including remedy and scope negotiations with EPA and DTSC.

The final remedy at WDI was completed in 2006 and consisted of the construction of a 20- acre Resource Conservation and Recovery Act (RCRA) Subtitle C-Equivalent and RCRA Subtitle D Equivalent Covers. The cap was fitted with a passive gas collection system.

PNL staff managed all contractual and infield construction oversight activities for the responsible party clients.

CLIENT(S)

RP Group, including: Chevron, Shell, Exxon Mobil, BP, Conoco Phillips, Boeing.

KEYWORDS

Landfill closure, Cap and Landfill Gas System Construction Oversight, Superfund, Regulatory Negotiations, Community Outreach and Presentations

PERIOD OF PERFORMANCE

1997-Present

PROJECT VALUE

Remedy cost: \$10 million

Other components of the final remedy consisted of gas migration control system, liquid monitoring/control system, soil gas monitoring system, groundwater monitoring system and a stormwater monitoring systems.

PNL managed the preparation of the remedy design (plans, specifications and a design report) and conducted a cost evaluation of an evaporative (mono) soil cover vs. a GCL cover for the RCRA C and D areas of the site. The LA RWQCB was a participant in remedy selection negotiations.

PNL currently manages all OM&M activities consisting of groundwater monitoring, soil vapor air monitoring, in-business air, sub-slab monitoring, liquid collection and reporting to regulatory agencies. During the OM&M phase at the Site, PNL has been able to reduce the cost of OM&M activities by 50 percent using an adaptive management approach. PNL was able to reduce groundwater sampling, vapor probe sampling, in-business air sampling, leachate collection activities and reporting requirements.

PNL is also working with the RP Group, EPA, and a Developer to redevelop the Site into an e-commerce facility that will further reduce the OM&M cost another 20 percent.

PROJECT MANAGER AND STAFF

PM: Raudel Sanchez, Ph.D.

Staff: Anand Helekar, P.E.

REFERENCES CAN BE MADE AVAILABLE UPON REQUEST

Attachments

Example Table of Review of Existing Reports

Report Type	Report Titles and Dates	Report Summary
Phase I/II	Phase I ESA by ABC Consulting dated....	No open regulatory cases within ¼ mile of site. Five open cases within 1 mile.
	Phase II ESA by ABC Consulting dated....	Five soil borings drilled to 50 fbg. Methane and VOCs encountered from 30 to 50 fbg.
Geotechnical Investigation	Geotechnical Assessment by GeoTech Consulting dated...	Ten geotechnical borings advanced throughout landfill. Results indicate soil stability is sufficient to maintain existing landfill loading, and that geotechnical components and soil cover are protective of human health and the environment.
Site Assessment	Soil Gas Investigation Report by DEF Consulting dated...	Offsite soil gas probes do not indicate migration of methane vapor.
	Monitoring Well Installation Report by ABC Consulting dated....	Three monitoring wells installed. Methane and VOCs encountered in vadose zone onsite. No impacts to groundwater onsite or offsite.
Remedial Progress	Methane Vapor Recovery Quarterly Report by GHI Consulting dated.....	Approximately ___lbs of methane vapor was recovered during First Quarter 2023. Methane measured at maximum concentration of ___ppmv at Recovery Well XX.
Remedial Design	SVE Pilot Test Report by GHI Consulting dated.....	SVE pilot test indicated a flow rate of 50 scfm, a vacuum of 100" water, and radius of influence of 25 feet was achieved at each extraction well.
Other		

Example Table of Evaluation of Additional Assessment

Issue	Media	Knowns	Data Gaps	Possible Investigation Actions
Methane Gas	Soil, Soil Gas	Methane assessed onsite on landfill.	Additional assessment offsite required at sensitive receptors (adjacent businesses).	Install soil vapor probes and conduct in-business air monitoring at adjacent businesses.

Example Table of Evaluation of Remedial Alternatives

Issue	Media	Knowns	Possible Remedial Actions	Benefits	Potential Issues
MTBE in Groundwater	Groundwater	Remediation required to reduce concentrations and limit plume migration.	Groundwater Pump-and-Treat	Effective in controlling plume migration downgradient.	Not effective in reducing concentrations efficiently, thus requiring extended years of operation. Discharge of treated groundwater required. Spent carbon is additional waste that is not efficient for MTBE removal.

Grant and Assistance Programs

Grant/Loan Program	Grantor	Application Date	Award Amount	Funding Source Information Page
Equitable Community Revitalization Grant (ECRG)	DTSC	Summer 2023	\$150k-\$10m depending on grant type	https://dtsc.ca.gov/ecrg/
Brownfields Revolving Loan Fund (RLF)	DTSC (funding source EPA)	Ongoing basis	Cleanup: Up to \$350,000 Assessment: Up to \$200,000	https://dtsc.ca.gov/revolving-loan-fund-rlf-program/
EPA Assessment	EPA	Fall 2023	\$300-500k	https://www.epa.gov/brownfields/multipurpose-assessment-rlf-and-cleanup-marc-grant-application-resources
EPA Cleanup	EPA	Fall 2023	\$500k	https://www.epa.gov/brownfields/multipurpose-assessment-rlf-and-cleanup-marc-grant-application-resources
Investigating Site Contamination Program (ISCP)	DTSC	Ongoing	Loan up to \$100,000	https://dtsc.ca.gov/clean-and-iscp-programs/
Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN)	DTSC	Ongoing	Loan up to \$2.5m	https://dtsc.ca.gov/cleanup-loans-and-environmental-assistance-to-neighborhoods-clean-program-fact-sheet/

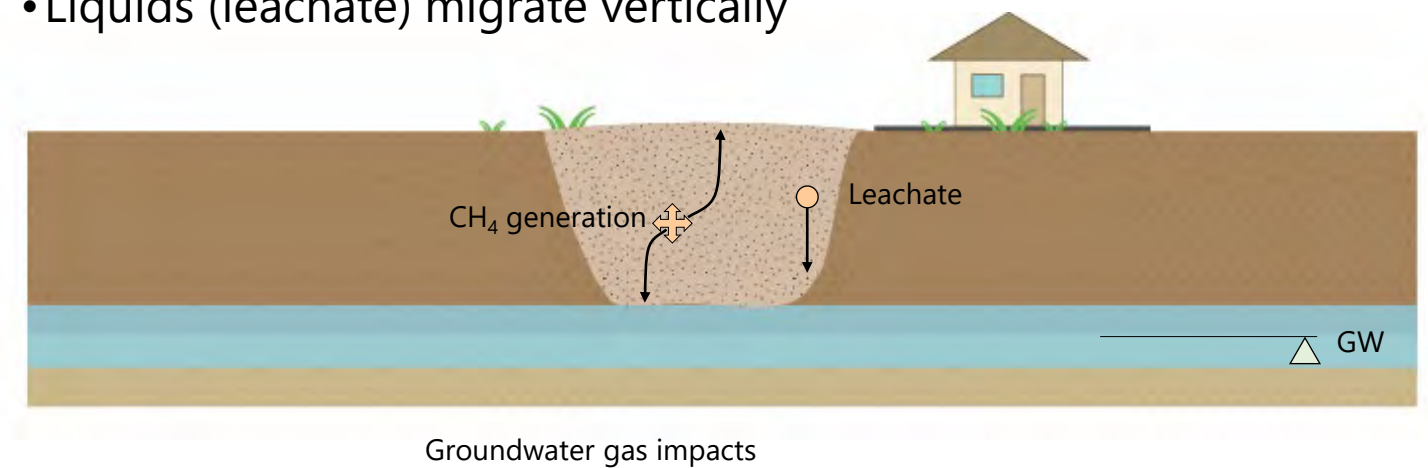
Four Landfill Engineering Phenomena Applied to Chapin Road Landfill

Landfill Gas Generation Reactions

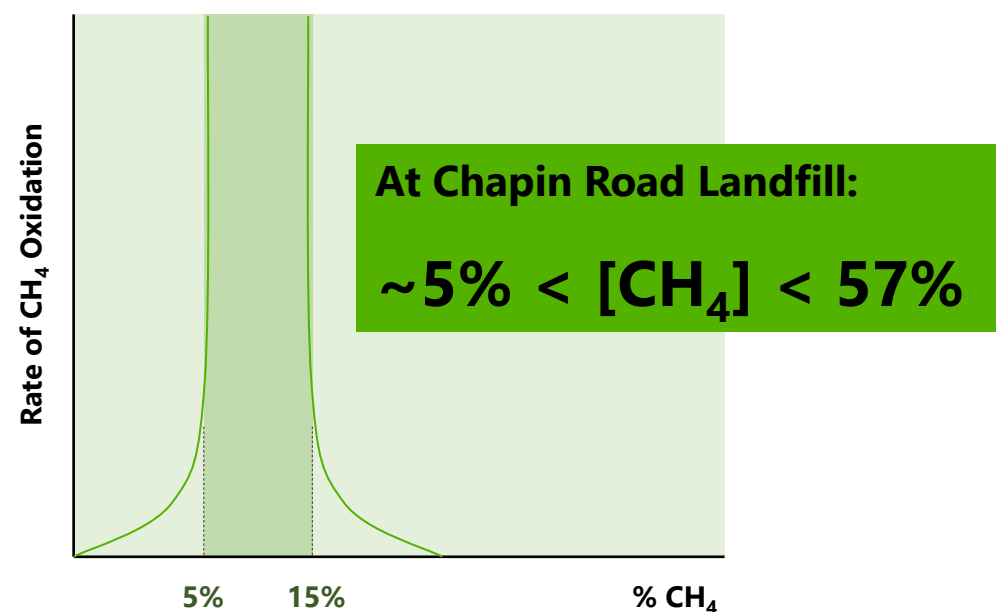


Migration phenomena

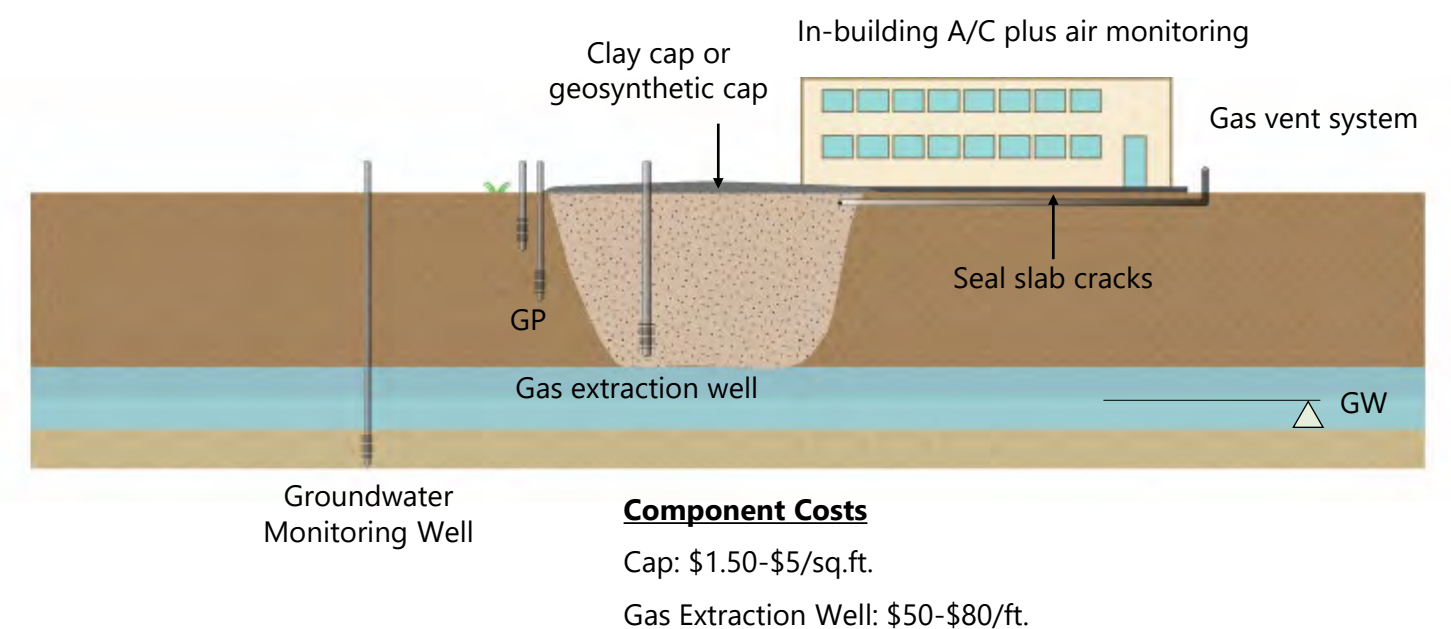
- Gas migrates outwards from landfill prism
- Liquids (leachate) migrate vertically



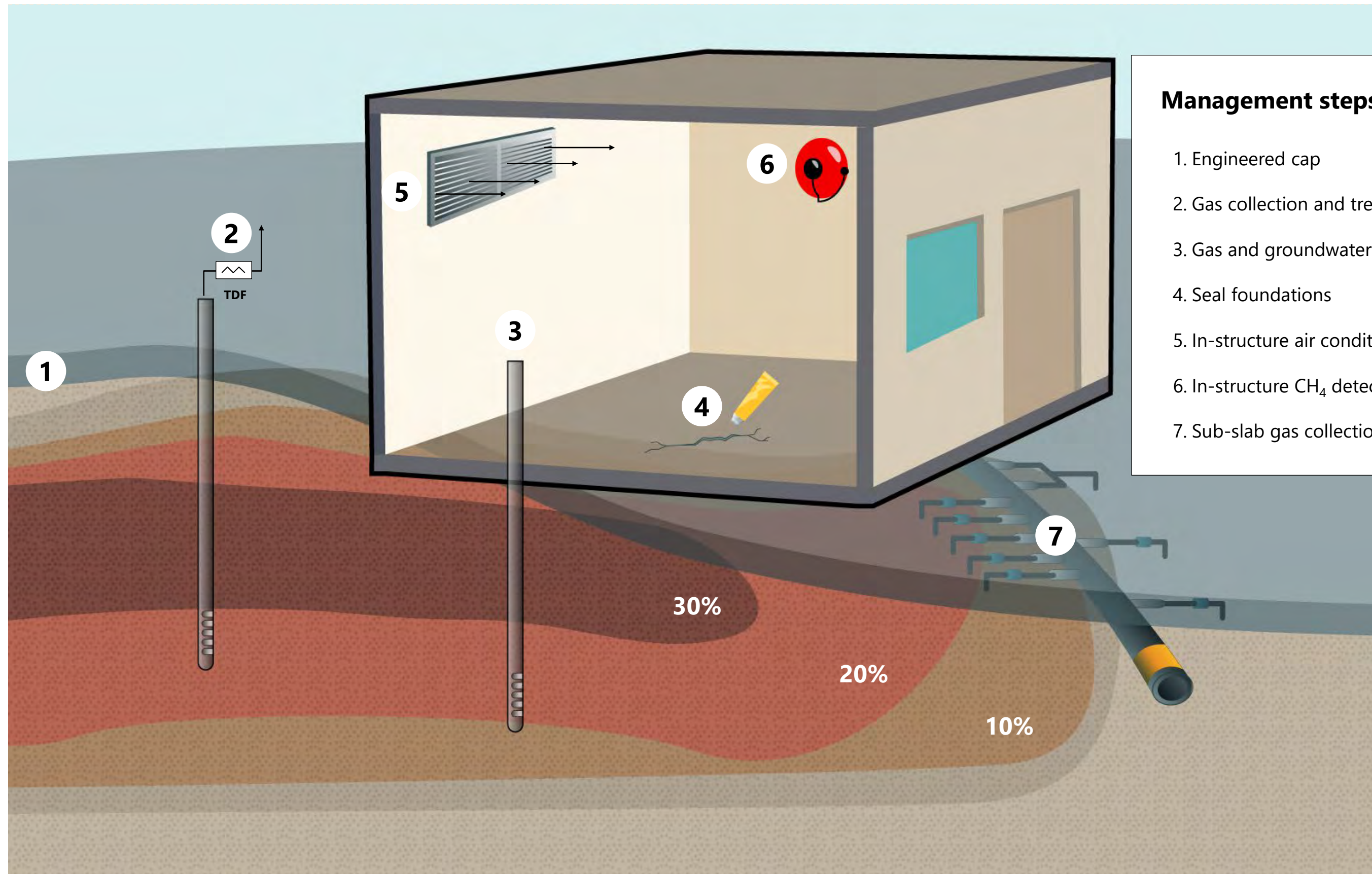
CH₄ Explosive Limits



Engineering Controls for Exposure Elimination



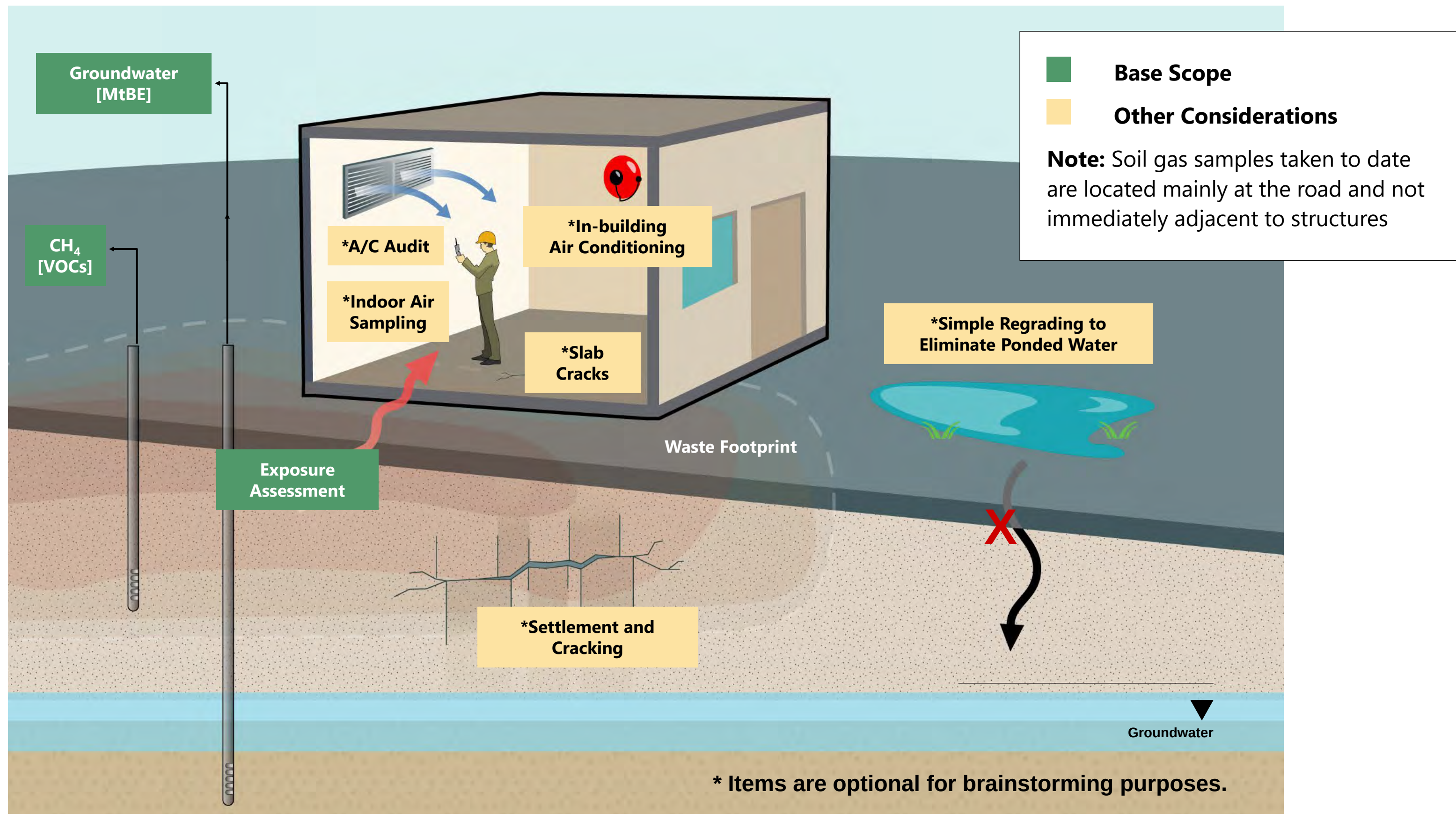
Managing the Landfill/Structures Interface



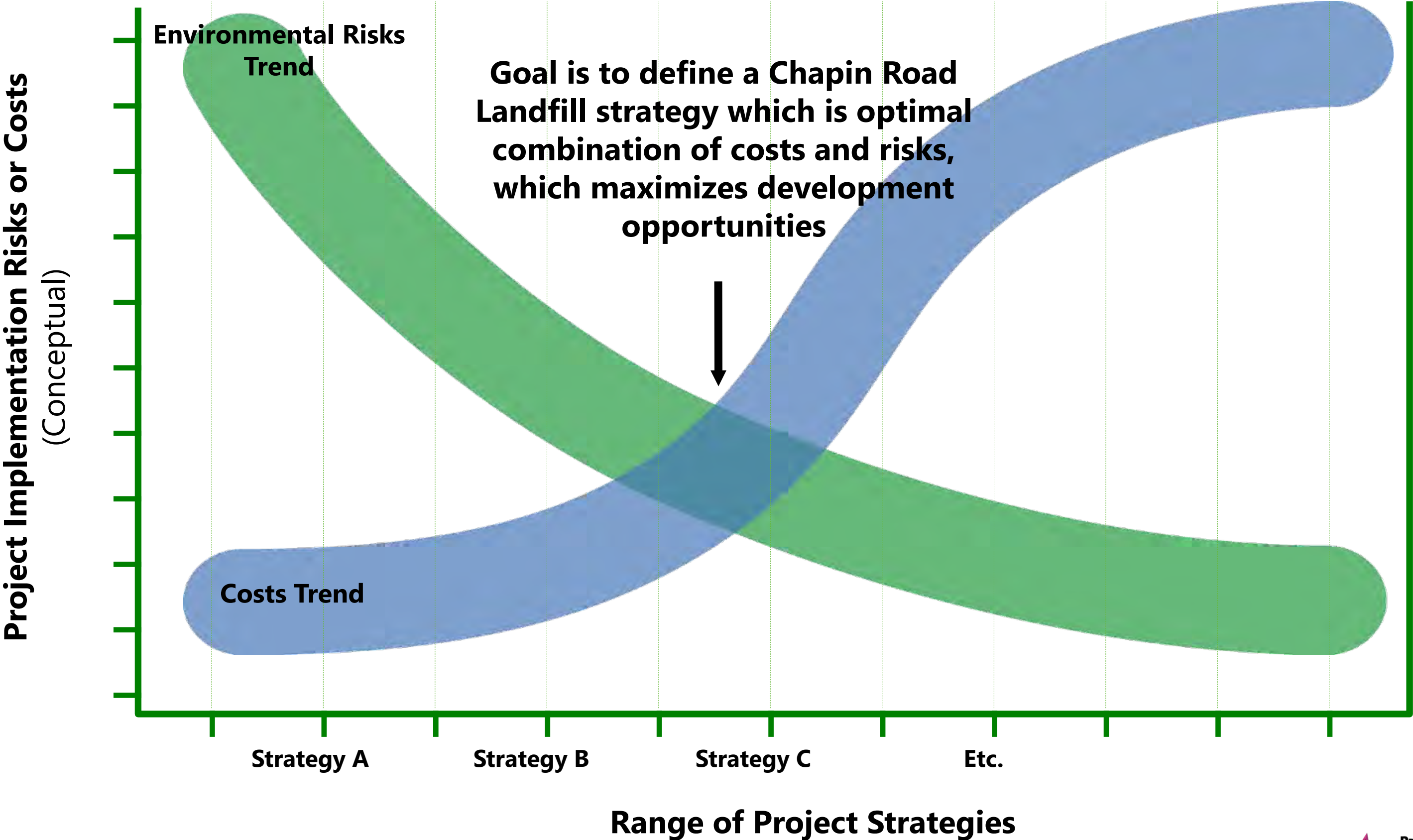
Management steps could include:

1. Engineered cap
2. Gas collection and treatment
3. Gas and groundwater monitoring
4. Seal foundations
5. In-structure air conditioning
6. In-structure CH₄ detectors and alarms
7. Sub-slab gas collection

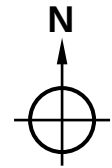
Other Considerations While Working at Landfills



Range of Project Strategies



Site Aerial, 1949

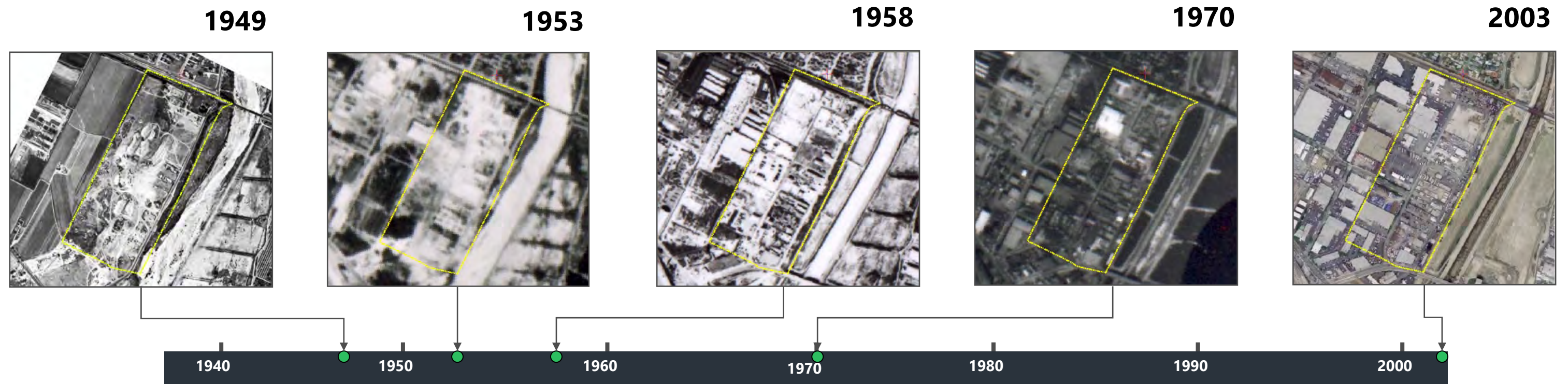


- Area of Study/Interest
- Landfill Boundary
- Building Footprint

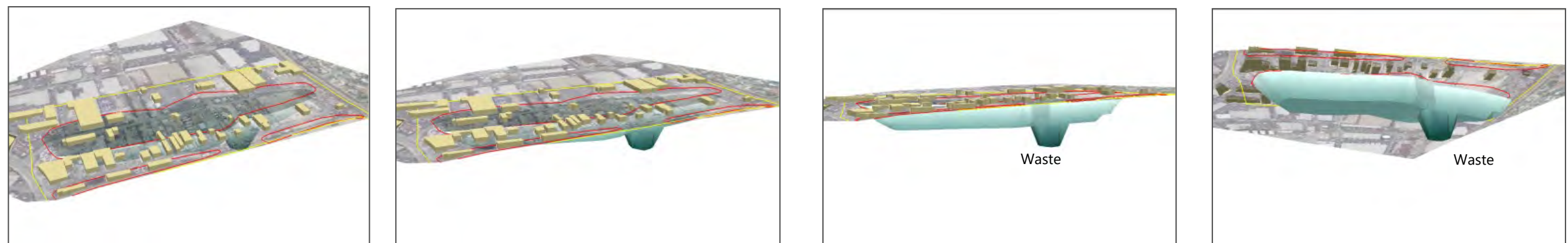


Historical Aerial Review

Materials received by the landfill included municipal wastes such as household items and regular trash, lumber, construction materials, and appliances.

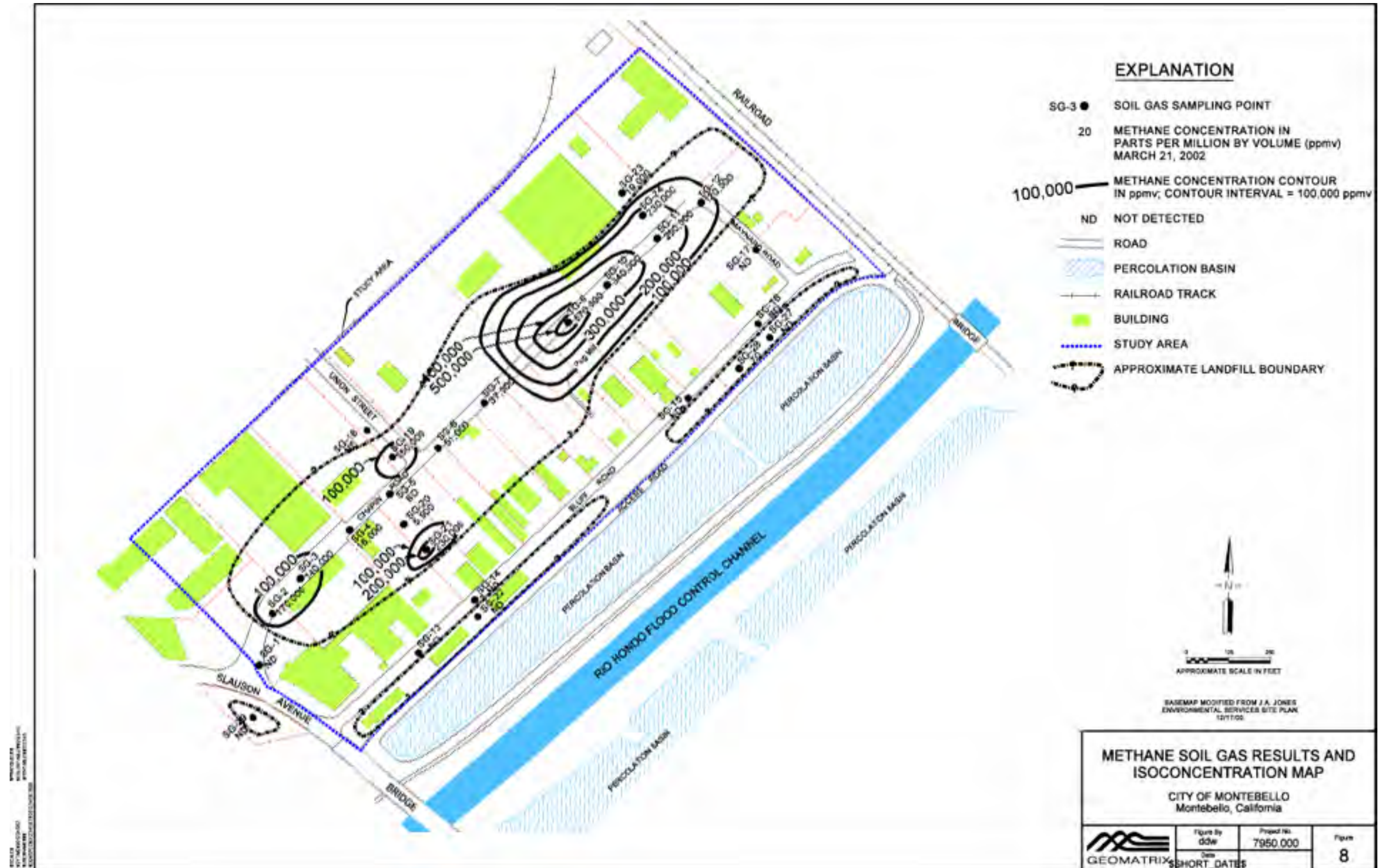


Landfill was operational between 1940 and 1955



PNL has already created a conceptual digital model.

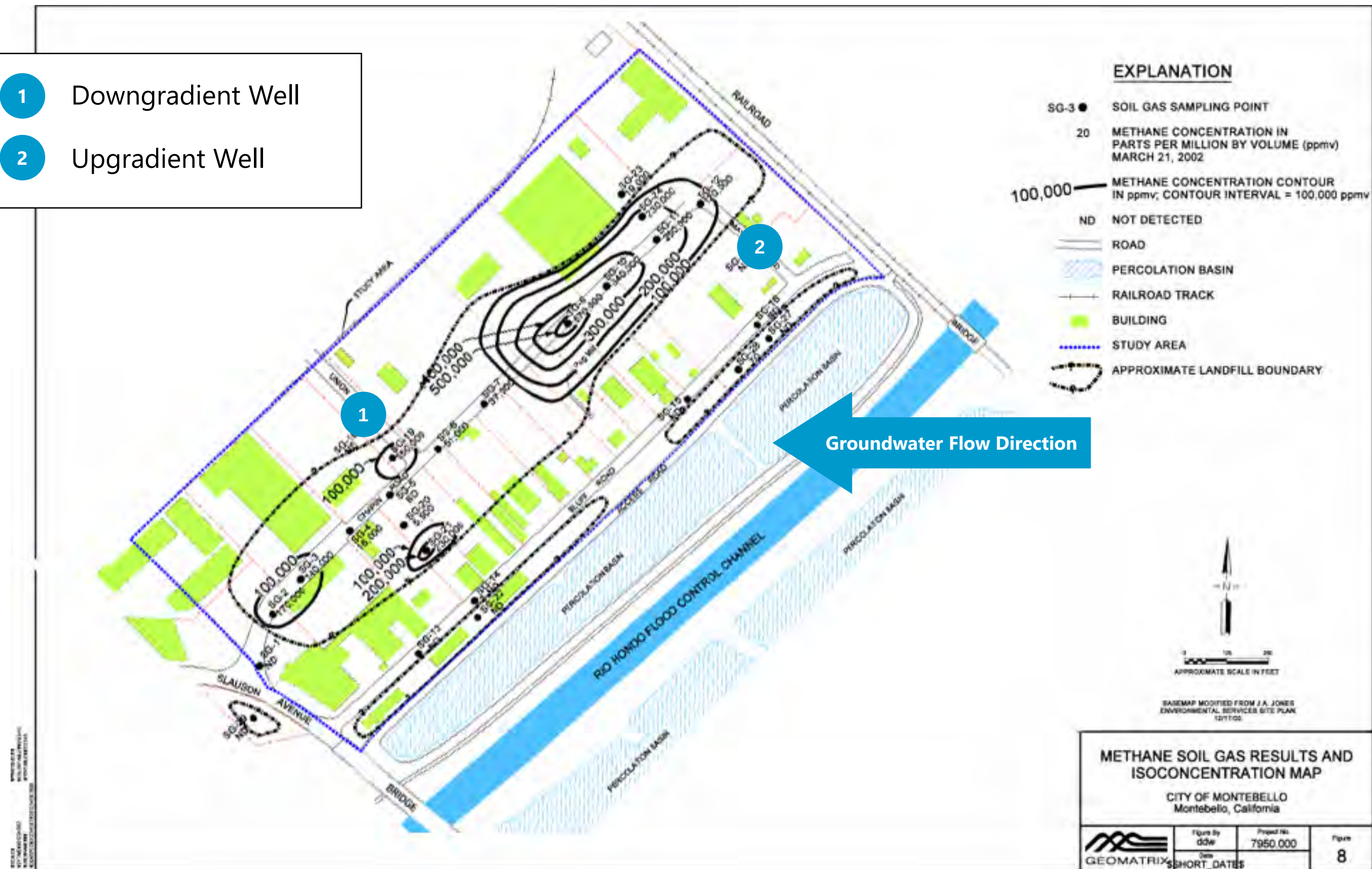
Soil Gas Methane Contour Lines



Methane Concentrations in Groundwater

1 Downgradient Well

2 Upgradient Well



Community Outreach Experience

PNL can manage all outreach tasks:

- Host public information meetings.
- Turn-key community surveys.
- Create 3D graphics and project models to help the lay community more immediately understand site conditions and future plans.
- Continually work to build and improve stakeholder relationships.

Public Informational Meetings

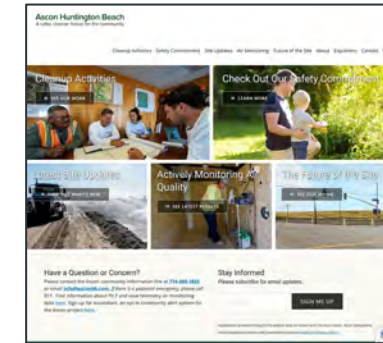


Public meeting presentation at MAR Services site in Louisiana



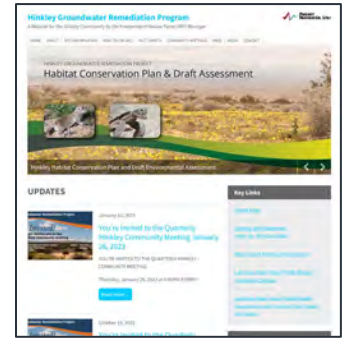
Public meeting presentation at Ascon Landfill Site in Huntington Beach, CA

Public Information Websites



Ascon Landfill Site Public Website
asconhb.com

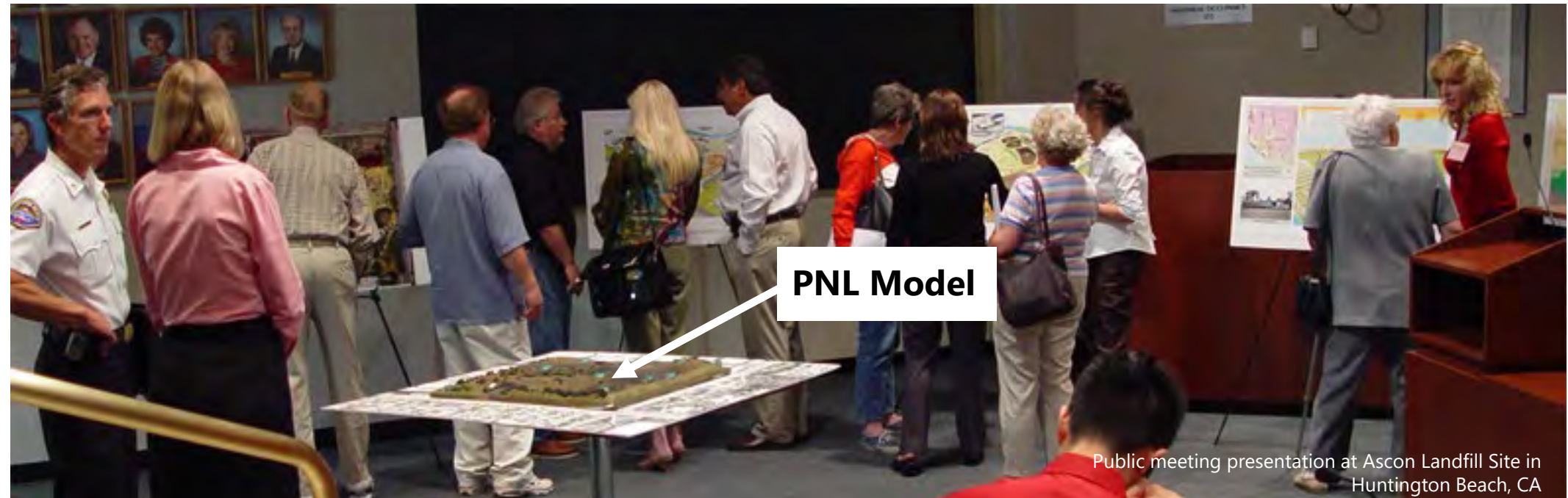
Create and maintain a public information website that provides site-related information and current site activities.



Hinkley Groundwater Remediation Website
hinkleygroundwater.com

Develop and maintain a public website to provide updates and information to the community of Hinkley.

Project Models



PNL Model

Public meeting presentation at Ascon Landfill Site in Huntington Beach, CA

One Atlas



PROPOSAL FOR
COMPREHENSIVE REVIEW OF THE
BROWNFIELD AREA/CLOSED CHAPIN
ROAD LANDFILL & ADDITIONAL
ANALYSIS AS NEEDED

CITY OF MONTEBELLO

RFP NO. 23-9
APRIL 27, 2023

CITY OF MONTEBELLO
CITY HALL

**TECHNICAL
PROPOSAL**

SUBMITTED BY:

ATLAS

Dawn Merrill | Operations Manager

(323) 517-9662

dawn.merrill@oneatlas.com



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Section 01

Cover Letter



27 April 2023

City of Montebello

Department of Planning/Community Development
Joseph A. Palombi
1600 West Beverly Boulevard
Montebello, CA 90640

RE: Environmental Engineering to Conduct a Comprehensive Review of the Brownfield Area/Closed Chapin Road Landfill & Perform Additional Analysis as Needed

Dear Mr. Palombi,

Atlas Technical Consultants LLC (Atlas) understands the City of Montebello's Department of Planning / Community Development (the "City") will contract with a qualified firm to conduct environmental engineering services for a comprehensive review and possible additional analysis and remediation of the Closed Chapin Road Landfill and surrounding Brownfield Area (the "site") as described in this *Request for Proposals RFP No. 23-9*, released March 27, 2023.

Atlas is prepared to perform these services according to the scope of services described herein and upon your written notification to proceed.

Atlas will manage this contract from our office in South El Monte which is just over 5 miles from the City. Our primary point of contact for the City will be:

Dawn Merrill
323.517.9662
dawn.merrill@oneatlas.com

Atlas acknowledges the receipt of Addendum No. 1 on April 13, 2023. Atlas will be able to meet the insurance requirements as outlined in the PSA (Attachment A).

We appreciate the opportunity and look forward to working with the City on this environmental Brownfield project. Please contact the undersigned if you have questions or require additional information.

Respectfully submitted,

Calvin R. Johnson
Senior Environmental Project Manager
calvin.johnson@oneatlas.com

Dawn Merrill
Operations Manager/Client Manager
dawn.merrill@oneatlas.com

We strive to be the most sought-after environmental solutions brand known for our unique values-driven approach and brought to life by the industry's most exceptional people.

Section 02

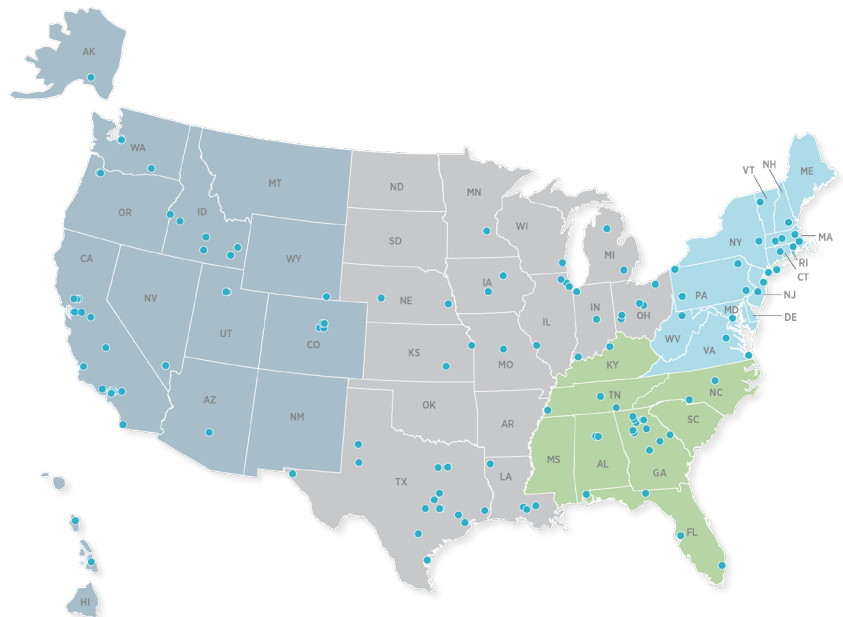
Atlas Qualifications



WHO WE ARE

Atlas provides professional testing, inspection, engineering, environmental and consulting services from more than 150 locations nationwide. We deliver solutions to both public and private sector clients in the transportation, commercial, water, government, education, and industrial markets.

With a legacy of providing consistent quality and results, Atlas creates a better experience at every stage of an infrastructure project. We connect the best experts in the industry to deliver value from concept to completion and beyond. This means doing everything our clients expect and then raising the expectations in a way that only our people can.



Uniting People, Places & Possibilities

150+ offices located throughout 43 states allows us the opportunity to provide our clients with a superior level of consistent support and resources no matter where their projects may be located.

SAFETY

At Atlas, we are committed to safety and work to strengthen our culture around it. The health of our employees, the prevention of incidents, and the protection of the environment are mandates incorporated into every aspect of our company, surpassing all other considerations. Our clients expect it, and we require it of ourselves.

Atlas Technical Consultants LLC provides professional environmental, testing, inspection, engineering, and consulting services from more than 100 locations nationwide. We deliver solutions to both public and private sector clients in the education, government, transportation, commercial, water, and industrial markets.

With a legacy of providing consistent quality and results, Atlas creates a better experience at every stage of an environmental project. We connect the best experts in the industry to deliver value from concept to completion and beyond. This means doing everything our clients expect and then raising the expectations in a way that only our people can.

Atlas is one of the foremost diversified environmental firms in the United States. Founded in 1982, ATC Group Services **merged with Atlas Technical Consultants in 2019 and has been operating as Atlas since 7/1/2021**. Over the past 40 years of operation, Atlas has become one of the leading providers of environmental and engineering support services nationwide. We are a full service environmental and engineering support firm specializing in a wide array of expertise - our staff is highly qualified and experienced in performing these services which are may be required by the City.

Atlas has relevant project experience and qualified personnel nationwide, providing our clients with a superior level of consistent support and resources no matter where their projects may be located. Project experience includes environmental and engineering activities at closed landfills, groundwater monitoring, methane migration, soil gas/vapor intrusion, Phase I/II assessments, remediation, stormwater, geotechnical subsurface soil testing and compaction, land surveying, traffic studies, right-of-way acquisitions, and roadway inspections and repairs to list a few. A general discussion of our qualifications is provided below and specific project examples are included in Section 4 as requested in the RFP instructions.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

Each year Atlas conducts thousands of Phase I Environmental Site Assessments (ESAs) across the country to help clients identify, analyze, and resolve property environmental conditions. Atlas prepares Phase I Environmental Site Assessments (ESAs) in accordance with ASTM Standard Practice E 1527-13 or E 1527-21, which went into effect on February 13, 2023, and the All Appropriate Inquiries (AAI) standard per 40 CFR 312. All Phase I ESAs are performed under the direction of an Environmental Professional as defined in 40 CFR 312. This service typically includes research and review of reasonably available federal, state and local agency records and online databases, site history and ownership records review, physical site inspection, interviews, and interpretation of previous studies.

The ASTM E1527 Standard also includes a Tier 1 Vapor Encroachment Screening (VES) per the methodology as described in ASTM E2600-22: Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions. The purpose of the VES is to help determine the presence or likely presence of chemicals of concern vapors in the subsurface of the property caused by the release of vapors from contaminated soil and/or groundwater either on or near the target property, also known as Vapor Encroachment Condition (VEC).

When the need arises, our highly qualified environmental professionals can also incorporate non-ASTM scope items into the Phase I process. These may include an identification of potential asbestos containing materials or lead based paint, mold, radon, or wetlands.

By following the protocol outlined by the ASTM Standard, Atlas will identify the presence or absence of Recognized Environmental Conditions (RECs), Historical RECs (HRECs), and Controlled RECs (CRECs). These findings will provide a thorough discussion of the significance of the RECs to the property. Throughout the Phase I process, our site assessors are in communication with the client appraising them of pertinent findings, so that there are no surprises when the final report is delivered.

When the likelihood of serious environmental issues are indicated, our scientists, engineers, and technicians can conduct Phase II ESAs to determine if contamination is present, delineate its extent and estimate the cost of mitigation. Based upon our clients' needs, our professionals can prepare and implement a program to meet strategic goals.

With Atlas, our clients have access to resources to assist in designing a sampling plan or remedial program, selecting a clean-up technology, preparing a comprehensive findings report, managing the permitting process, or providing expert witness testimony. Our professionals work closely with the client to ensure that the job is done efficiently, cost effectively and in compliance with applicable federal, state and local regulations.

LANDFILL DESIGN & PERMITTING SERVICES

Over the past three decades, the team of engineers and geologists at Atlas have successfully designed and permitted over 1600 acres of solid waste disposal areas. As a result, our staff has developed a thorough understanding of the regulations as well as obtained insight into the regulatory issues that are of greatest concern to the regulatory technical staff and the client.

Atlas' solid waste team has provided services for municipal solid waste disposal facilities, leachate storage ponds, non-municipal solid waste, restricted waste and construction demolition debris waste disposal facilities and transfer stations. The staff has also prepared closure and post-closure plans for the full range of waste disposal facilities, including electric power generating station ash ponds. This process of cross-knowledge sharing among team members and continuous improvement of operations is a proven strategy ensuring maximum value for the Owner and fewer unforeseen problems during construction.

Atlas designs thorough site investigations to best understand how the conditions of a site will interact with proposed construction.

Atlas maintains an experienced staff of civil and geotechnical engineers who are intimately familiar with Subtitle D design requirements. Our professionals are adept in all aspects of liner and leachate collection system design, geotechnical requirements, slope stability analyses, stormwater run-off and run-on controls design, as well as final cover design.

Our engineers work in concert with hydrogeologists and biologists to ensure proper siting assessments (outside wetlands, locations of uppermost groundwater aquifer, seismic zones, etc.), and provide construction oversight and professional certifications. In short, Atlas has extensive experience in the design of base liners, leachate collection systems, and final covers for diverse sites and materials, including municipal solid waste, mine waste material, coal ash, and industrial and construction demolition debris materials.

The design work has involved waste materials characterization, stability and settlement analyses, liner and cover designs, hydrologic/ hydraulics system designs, leachate/wastewater collection design, stormwater design, preparation of construction drawings and technical specifications, construction oversight and inspections, and final closure certifications.



LANDFILL CONSTRUCTION QUALITY ASSURANCE

Providing quality work requires a full knowledge of all materials needed for landfill construction and a tight grasp on all regulations. Atlas has both of these attributes. Atlas has been providing Construction Quality Assurance (CQA) Services on compacted soil liners and geosynthetic liner materials for over twenty-five years. During this time, our staff has completed CQA Reports on over 1400 acres of composite liner construction. These services have been performed on both base liner and final cover systems at a variety of sites including municipal solid waste landfills, restricted waste (industrial) landfills, and ash ponds at electric power generating stations.



Services cover construction management, construction engineering and inspection, material testing, project oversight and documentation and comprehensive audit support. All engineering, field monitoring, laboratory soil testing and report preparation required for these projects are performed in-house.

Atlas also assists clients in quantifying the character and volume of soil borrow materials available in on-site and off-site locations and their suitability for project use including structural fill, final cover and cohesive compacted soil materials for final cap. Services include site investigations, geotechnical laboratory testing and analysis, quantity takeoffs and Borrow Area yield assessments.

Critical to the design and construction of roadway and infrastructure is our underground utility locating services. A full array of tools are used in this process to provide accuracy in identifying their location including radio detection designating equipment, ground penetrating radar, and a Utilivac and vacuum excavation truck to pothole existing utilities to determine their exact location, size and elevation.

We provide a hands-on approach to project management from inception to completion, ensuring construction sites, plans and designs strictly comply with approved construction documents and client expectations. Atlas has a qualified staff of geotechnical engineers, project engineers, and engineering technicians experienced in construction monitoring and quality control testing of municipal solid waste management facilities.



LANDFILL LEACHATE MANAGEMENT

Atlas has extensive experience in the design and collection of leachate and gas condensate collection systems and disposal for public and private solid waste management facilities. The nature of the quantity and quality of the leachate generated will vary seasonally, based on the physical, chemical, biological and weather-related processes that generate the leachates. Atlas can assist with identifying disposal/ management alternatives, including the use of recirculation, Publicly Owned Treatment Works (POTW), National Pollutant Discharge Elimination System (NPDES discharge, and land application.

- Leachate Collection and Recovery System Sampling
- Leachate Disposal Options Evaluation
- Leachate Storage Systems
- Leachate Recirculation System Design
- Permitting of Treatment Infrastructure
- Off-site Disposal Options at POTW
- Trucking vs Pumping Cost Evaluations
- Surface Water Discharge Options
- Land Application Options



LANDFILL GAS MANAGEMENT AND UTILIZATION



Atlas has been responsible for the planning, construction oversight, and compliance oversight of landfill gas systems for many landfills. Experience includes reviewing the operating and compliance data collected by landfill staff and consultants, making decisions on expansion or replacement components to the gas collection systems, and overseeing the installation of those components.

Atlas has experience in the design of landfill gas collection systems, which include running LandGem Models to estimate emissions and performing radius of influence (ROI) calculations. Experience includes developing construction drawings for gas collection systems/modifications during operations, landfill expansions and construction sequence planning. We have also prepared semi-annual reports for NSPS compliance.

Atlas has managed the design layout and permitting of gas transmission piping to convey gas from municipal solid waste landfills to nearby industries for use in their operations. Atlas staff has also managed the design of modifications to gas collection systems to accommodate the construction of a landfill gas-to-electricity plant on top of a closed landfill.

GROUNDWATER INVESTIGATIONS & MONITORING

Atlas maintains field technicians throughout the country who are well versed in various field sampling techniques to ensure collection of representative samples. If the state agencies preclude the use of manual bailers for purging and sampling, Atlas technicians are proficient in low-flow sampling in order to minimize purge water and turbidity (filtering of samples is not permitted). Our staff are knowledgeable about all aspects of surface and groundwater monitoring, and our network of offices around the country ensure easy access to most sites. We also maintain good relationships with various laboratories, utilizing laboratories that are accredited through the National Environmental Laboratory Accreditation (NELAC) program, as well as through individual state accreditation programs.



Atlas initially determines the necessary project information required to meet our client's objectives for a groundwater monitoring program, including information such as the schedule, quantity and type of analyses needed, analytical limits, required deliverables, contractual information, and any other special requirements. The next step is sending a Request for Quote (RFQ) to selected laboratories for a competitive bid. Because of our national footprint, we can request quotes from various laboratories. Prior to awarding a contract, the Atlas project manager(s) evaluate the laboratory RFQ responses for their ability to meet technical and contractual requirements completely, on time, and in a cost-effective manner.

- Hydrogeologic Investigations
- Preparation of Groundwater Monitoring Plans
- Preparation of Statistical Evaluation Plans
- Data Quality Objectives Development
- Laboratory Procurement and Contracting
- Groundwater Sampling and Evaluation
- Statistical Analysis of Groundwater Data
- Quarterly Reporting of Groundwater Results
- Corrective Action Evaluations and Design
- Groundwater Assessment Monitoring
- Remedial Investigations and Treatment Systems

STORMWATER (NPDES) PLANNING AND COMPLIANCE



Atlas' engineers and scientists provide the full range of stormwater services including permit negotiation, plan development, stormwater inspections, stormwater monitoring, and pollution prevention training. Almost all states have primacy with regard to the National Pollutant Discharge Elimination System or NPDES. With offices and personnel spread across the country, Atlas has the local experience to help our clients navigate these different programs.

Atlas recognizes that stormwater compliance can add an unwelcome layer of work and expense for permittees that are busy doing other things. Atlas' great strength relies on thoroughly understanding a facility's operations so that existing activities, perhaps conducted for other purposes, can be captured and used in the Stormwater Pollution Prevention Plan (SWPPP) to comply with stormwater permit requirements. For example, at most industrial maintenance facilities, managers generally conduct daily walk-through inspections at the end of the day to make sure no tools or equipment

are left outside where they could be stolen or damaged. Any obvious spills or releases would also be addressed if present. By adding a few line items to an existing inspection form, such routine activities can be used to meet stormwater illicit discharge detection and elimination (IDDE) requirements. This approach allows Atlas to help clients achieve compliance with a minimum of disruption and cost.

In addition to developing SWPPPs and Stormwater Management Programs (SWMPs), Atlas can also provide compliance services to take the load off client personnel. We have compliance specialists ready to provide inspection services for dry weather flows, BMP maintenance, and permit/SWPPP compliance. Our technicians are well-versed in sampling techniques and can conduct stormwater dry and wet weather monitoring and screening. We have experience with many types of automatic stormwater sampling equipment and can design sampling systems and conduct routine operation and maintenance.

Atlas has experience preparing permit applications, permit renewals and annual reports. We have helped clients achieve and maintain No Exposure Certifications (NEC). Atlas believes that stormwater compliance should be a consideration when developing construction and renovation plans. Appropriate incorporation of stormwater pollution prevention best management practices can reduce stormwater compliance costs. In some instances, design changes can allow a facility to achieve NEC.

CLOSURE/POST-CLOSURE SERVICES

At Atlas, we provide full life-cycle design, permitting, construction, oversight, closure and post-closure services. Once a landfill has been capped and certified as closed, maintaining the facility in compliance with the post-closure plans and state regulations is vital. Atlas has provided post-closure monitoring services for municipal and private landfills and our knowledge of the regulations allows us to alert our clients about regulatory compliance deadlines, inspections, sampling requirements and reporting. It requires being proactive as well as a thorough understanding of current regulatory demands.

Atlas has supported numerous State Landfill Orphan programs in identifying, assessing and remediating landfills that ceased operations decades ago, sometime prior to Subtitle D. Atlas staff have provided these services for more than 175 sites for the North Carolina Department of Environmental Quality since 2005. Atlas worked with the Kentucky Department for Natural Resources to assess and identify the potential risk of 30 known abandoned landfills. Atlas researched the regulatory history, conducted hydrogeologic characterization, sampled and analyzed leachate outbreaks, sediment, surface water and/or groundwater, evaluated the data and assessed the risk and need for follow-up work. In addition, Atlas has ongoing contracts with numerous industrial and solid waste clients in the US for post-closure inspections and reporting.

Our highly trained engineers, geologists, hydrogeologists, technicians, inspectors and other specialty environmental professionals, recognize what it takes to properly monitor and maintain these closed landfills. Atlas adds real value to clients through our relationships with state regulators, knowledge of state regulations and our history designing, inspecting and monitoring many of these landfills from the initial stages of site investigation.



BROWNFIELDS

Atlas specializes in turnkey Brownfields redevelopment services for environmentally challenged areas where real or perceived environmental contamination issues have resulted in underutilized properties. Our professional engineers, geologists, and environmental specialists have delivered solutions for Brownfields redevelopment at the state, local, and national levels for over 18 years. We have the unique distinction of having a variety of specialists and professionals within our firm, resulting in greater integration of services—and cost savings—on your project. Included on our staff are:

- Certified Grant Writers
- Engineers
- Environmental Scientists
- Industrial Hygienists
- Geologists
- Planners
- Real Estate Brokers
- Landscape Architects
- Risk Assessors and Toxicologists
- Economists

With this diverse range of in-house expertise, Atlas can effectively serve as an integrating manager, broker, facilitator and strategist to carry a Brownfield redevelopment from concept through construction. The Brownfields-specific services that we are able to provide our clients include:

BROWNFIELDS REDEVELOPMENT

- Grant Identification & Writing
- Brownfields Program Management/ Compliance
- Site Planning & Feasibility
- Economic & Financial Assistance

DUE DILIGENCE

- Brownfields Inventory Development
- Phase I & II ESAs
- Asbestos/Lead-based Paint (LBP) Building Assessments
- Property Condition Assessments
- Indoor Air Quality / Mold Screening

CONTAMINATION ASSESSMENT / REMEDIATION

- Subsurface Investigations
- Contaminant Assessments
- Groundwater Monitoring
- Environmental & Human Health Risk Assessments
- Remediation System Design
- Remediation System Construction
- Remediation System O&M



PROJECT APPROACH

The objectives of this project are to 1) review existing reports and historical documentation to further characterize the status of the present environmental conditions of the closed landfill site and surrounding Brownfield area, and 2) offer recommendations for additional testing and/or remediation, as needed.

Background

The approximately 25-acre former Chapin Road Landfill sits within a larger, approximately 55-acre Brownfield Area in the City's industrial area located in the southeast corner of the City of Montebello. Generally bounded by Bluff Road on the east, Maynard Way, and Slauson Avenue on the north and south, respectively, the Chapin Road Landfill is bisected by Chapin Road. The Rio Hondo Spreading Grounds and Channel are immediately to the east of the subject area. Depth to groundwater beneath the site varies from 40 to 80 feet below grade. Regional groundwater flow is expected to be towards the southwest. A groundwater production well located in the northeast corner of the site provides drinking water for local residents. Several additional water supply wells are located within 1 mile of the site.

The subject site, an oblong-shaped location with Chapin Road running down the center, is occupied by approximately 27 operating businesses on 25 parcels. Three satellite parcels bring the total parcels affected to 28. The businesses operating on the site are predominately heavy trucking uses.

Scope of Services

As requested by the City, the project scope will include the following tasks:

1. Review relevant reports and data;
2. Develop recommendations for further study and investigation;
3. Develop recommendations for remediation;
4. Review compliance with existing legislation;
5. Review viability and requirements to repair public roads;

6. Determination of Needs for Stormwater Master Plan; and
7. Funding source identification for ongoing environmental projects.

Task 1. Review relevant reports and data. Atlas will review available studies, analysis, and pertinent information collected for this study area over the years and will provide a report of findings and updated conceptual site model for this study area (see Figure 1). We understand there have been a host of consulting firms that have completed reports for multiple California agencies spanning the past 20 or more years. Furthermore, we understand the City seeks a comprehensive analysis of documented findings with proposed analysis and possible recommendations for remediation in one readable document. Our approach and methodology for completing this task will include a combined environmental site assessment (ESA) and pathway exposure analysis to assess risk as described in *Overall Approach, Methodology and Strategy*.

Task 2. Develop recommendations for further study and investigation. Atlas will develop recommendations for further study and investigation, if any, based on the findings of our review of the available reports and documentation provided by the City. We understand primary areas of concern include possible exposures to contaminated soil/sediment, soil gas, air, groundwater, surface water, and stormwater. Atlas further understands any recommendation should include justification and support for additional studies, or why additional studies are not necessary. Our approach and methodology for completing this task will include a combined ESA and pathway exposure analysis to assess risk as described in *Overall Approach, Methodology and Strategy*.

Task 3. Develop recommendations for remediation. Atlas will develop recommendations for remediating the subject project area to minimally safe levels and suggestions for additional remediation to allow greater levels of development, as applicable. Our conclusions and rationale for remediation recommendations will be provided in a summary report. Our approach and methodology for completing this task will include a combined ESA and pathway exposure analysis to assess risk as described in *Overall Approach, Methodology and Strategy*.

Task 4. Review compliance with existing legislation. Atlas will review historical reports and documentation for this subject project area in reference to applicable local, state, and federal regulations including California Senate Bill 205 – Business Licenses: Stormwater Discharge Compliance, as referenced in this RFP.

Task 5. Review viability and requirements to repair public roads. Atlas understands the roadways throughout the subject project site have deteriorated over the years, and that two major depressions exist along Chapin Road that may warrant immediate attention. This task will include recommendations on actions necessary for a rehabilitation program of the interior roads (i.e., scope of remediation and/or structural reinforcement necessary to reconstruct select roadways). Atlas has significant project experience on large-scale traffic, roadway, utility, and stormwater projects in numerous states across the county and is capable of staffing a team to address these deteriorating roadway conditions in a timely manner.

Task 6. Stormwater Master Plan determination. Atlas understands there is currently no existing stormwater infrastructure within the subject project site. To ensure runoff water from the area is appropriately controlled and disposed, the City requests a preliminary evaluation of the need for such a network and action necessary to develop and build applicable infrastructure, if warranted. Recommendations

will include justification and supporting information for stormwater management needs. Atlas has significant project experience on large-scale traffic, roadway, utility, and stormwater projects in numerous states across the county and is capable of staffing a team to address these deteriorating roadway conditions and possible stormwater controls in a timely manner.

Task 7. Funding source identification for ongoing environmental projects. As requested, Atlas will identify possible funding sources, including grants and other assistance programs, for the City to pursue in aiding the anticipated financial expenses associated with additional testing, remediation, as well as future development of the subject project site and surrounding area. Funding sources may include those allocated at the local, state, and federal level as well as private commercial entities and other stakeholders located in the area.

Overall Approach, Methodology & Strategy

The City seeks a ‘holistic and comprehensive review’ of available reporting that is digestible as one readable document of findings that offers recommendations for further investigation and remediation efforts as needed to safeguard human health and the environment (i.e., protect receptors at the subject project site). Tasks 1 through 4, and 7 can be effectively grouped as environmental tasks for this document review and analysis.

A hazard is a threat to human health only if people are exposed to it. Exposure happens only if the following three conditions are met. It must be:

- Released from its containment or produced from a source;
- Transported by some means (e.g., air, water, the food chain) from its source to human beings; and
- Taken into the human body by breathing, eating or drinking, or contact with the skin.

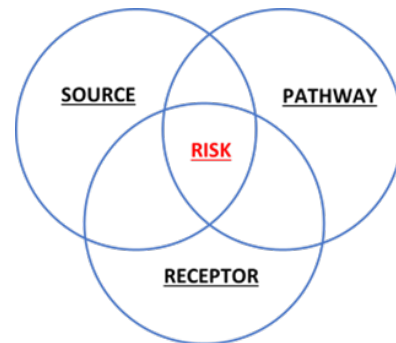
How a hazard moves through space to, and into a human being is defined as its exposure pathway. Exposure pathways can exist under different circumstances. One example would be a chemical release from a facility during normal, everyday operations or unintentionally through leaks, spills, fires, or other accidents and that migrates to a nearby water source or drinking water well where the population ingests or inhales the contaminants. After a release, a hazard can travel in a variety of ways from its source of release to locations where people can be exposed. Not all hazards in the environment will complete an exposure pathway. It is also important to note that over time, receptors might move, or the source of contamination can move or stop producing hazards. For example, if a leaking drum is removed from a site and the contaminated soil cleaned up, then the source of contamination and the exposure would be removed, and the pathway is no longer complete.

As with virtually all environmental projects where receptors may be negatively impacted, an exposure pathway analysis is generally conducted to assess the risk level that a particular receptor may be detrimentally affected by a contaminant. This can be done quickly in a semi-quantitative manner, or maybe more elaborately completed as a quantitative exercise, where required.

Atlas will use the semi-qualitative receptor-based approach as the methodology for efficiently assessing risk at this site (i.e., low, moderate, and high-risk potential to impact onsite receptors). In this type of risk assessment, the exposure pathway is the means by which the hazard moves through the environment from a known source to a point of contact with a receptor.

In its simplest form, risk only occurs when there is 1) a source of contamination (e.g., methane in soil gas above the lower-explosive limit or greater than 5% by volume), 2) a completed pathway (e.g., documented vapor intrusion sampling data in a building at concentrations above applicable standards), and 3) impacted receptor (i.e., exposed population). This can be expressed in the form of a Venn Diagram.

Venn Diagram for Completed Exposure Pathway Leading to Risk for Human and/or Environmental Receptors



This approach can be thought of as links in a chain. Multiple environmental compartments and exposure media may be considered for various exposure pathways including inhalation, ingestion, dermal contact, and injection. Inhalation is the most common pathway and includes for example breathing in contaminated soil gas or indoor air by volatile organic compounds (VOCs), methane produced naturally in landfills, or naturally occurring radon. Ingestion is another common pathway and might include drinking contaminated groundwater from a municipal drinking water or production well source located downgradient of a contaminant plume.

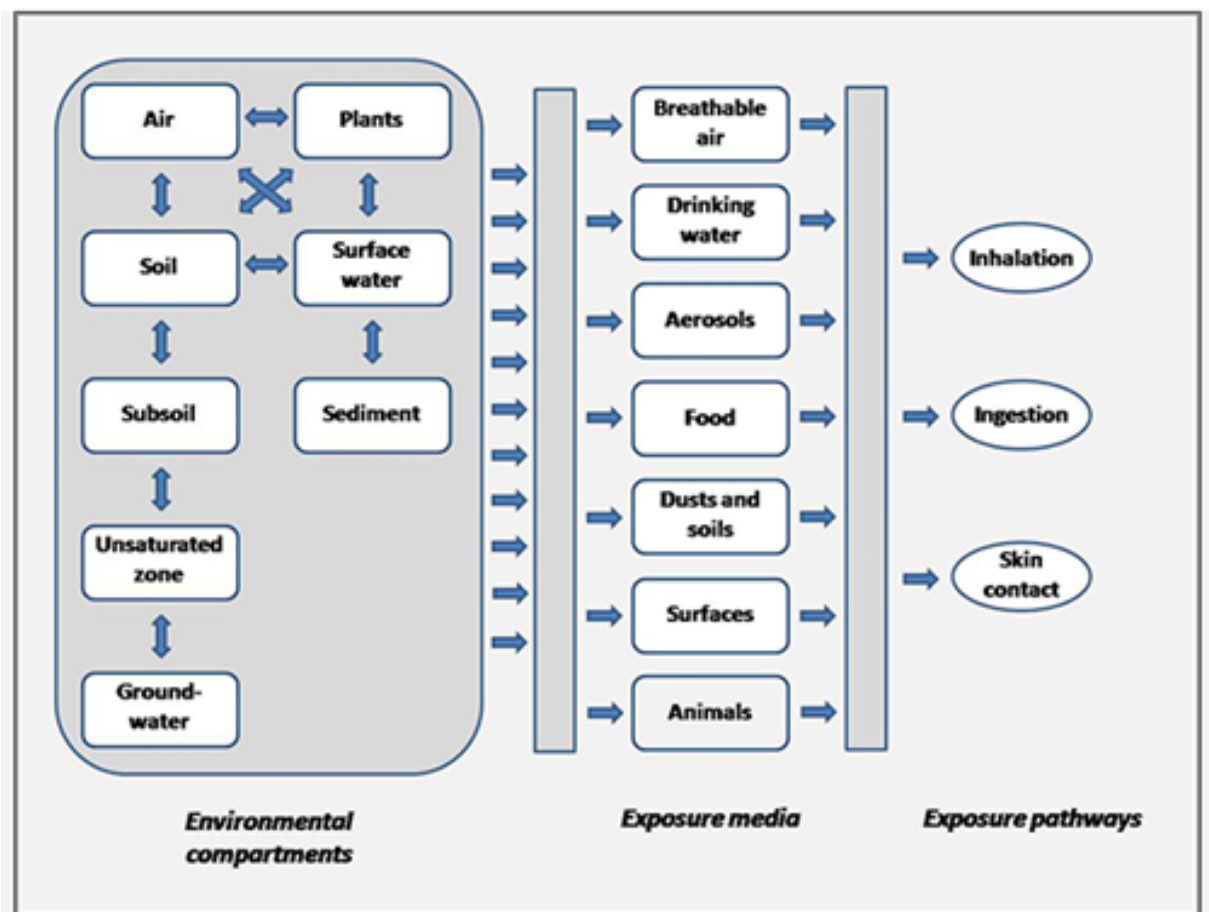
The important concept to remember is that a complete exposure pathway must have a source, mechanism, exposure point, route of entry, and exposed population. If any part of an exposure pathway is absent, the pathway is said to be incomplete (i.e., broken chain) and no exposure or risk is possible. In some cases, although a pathway is complete, the likelihood that significant exposure will occur is very small (i.e., low-risk potential for environmental concern or to impact the subject project site). Risk assessments must include a “pathway analysis” to identify those pathways that are complete and most likely to produce significant exposure.

ATLAS CAPABILITIES

Broken chain in the exposure pathway that is deemed incomplete.



*Links among environmental compartments, exposure media, and exposure pathways
(Oxford Research Encyclopedias)*



This environmental project reporting is like a large due diligence project where a Phase I environmental site assessment (ESA) report is compiled from review and analysis of many different data sources. ESAs include historical data review, environmental agency database reviews, site reconnaissance, personal interviews, contacts with local officials, and reporting of results. The purpose of such assessment is to evaluate the subject property for the presence of “recognized environmental conditions” (RECs) in a standardized way as defined by ASTM. A “recognized environmental condition” is defined by the ASTM as:

“(1) The presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.”

Historical information regarding the subject property will be obtained from a review of records available from public sources. Atlas will attempt to identify all obvious uses of the subject property from the present, back to the subject property’s first developed use or 1940, whichever was earlier. Atlas will utilize Environmental Data Resources, Inc. (EDR), a national database research provider, to provide the federal and state regulatory file information as well as historical aerials, historical topographic maps, city directories, and other relevant information

regarding the historical and current use and operations at this site. The database information will be keyed to electric maps similar to other geographic information system (GIS) databases. EDR database information will be linked and accessible through a proprietary GIS called Lightbox. Our approach, methodology and strategy will therefore include reporting similar to a Phase I ESA in accordance with the current ASTM E1527-21, a widely accepted regulatory standard in the environmental industry. This will allow for the efficient and thorough compilation of large volumes of federal and state regulatory information as well as other reports and documentation provided by the City.

Deliverables

Tasks 1 through 4 and 7 can be effectively grouped as environmental tasks and Tasks 4, 5 and 6 as engineering related tasks for completion of this project.

Atlas will review available reports and documents as part of the environmental-related scope of services using this receptor-based approach. This report will include completion of activities closely related to a typical Phase I ESA, but with numerous previous reporting to review and reference. Our findings, conclusions, and recommendations will be included in an organized summary and will provide relevant justifications for our professional opinions regarding each condition identified. All documents will be appropriately referenced and cited for further analysis by others.

Engineering related scope of services will be included in a separate report discussing the findings of our roadway analysis and needs for stormwater infrastructure.

Section 03

Schedule

PROJECT SCHEDULE

As noted in the previous section, Tasks 1 through 4 and 7 can be effectively grouped as environmental-related activities and Tasks 4, 5 and 6 as engineering related activities for completion of this project.

Atlas is prepared to initiate these services upon your written notification to proceed. We anticipate these tasks can be completed within 90 days from receiving notice to proceed and receiving the reports and other supporting project documentation requiring our review.

Section 04

Project Examples

City of Lincoln, CA – Closed Landfill Groundwater Monitoring and Reporting

The Closed Lincoln Landfill operated as a permitted Class III landfill, located in Placer County, California, owned and operated by the City of Lincoln. In June 2013, ATC Group Services LLC (now part of Atlas) was retained by the City of Lincoln to administer the groundwater monitoring and reporting program in accordance with the site's Waste Discharge Requirements. Upon receipt of the contract, Atlas evaluated the monitoring and sampling data and recognized the possibility for a reduction in sampling for the site. The reduction has been proposed to the RWQCB, and pending approval, will allow for a more focused and efficient evaluation of site conditions. Field activities include measuring depth to water in 17 wells and two dual-nested piezometers, collecting groundwater samples from 17 groundwater wells, collecting surface water samples from two sampling points, performing vegetation management and site maintenance, and performing SWPPP inspections and monitoring. Groundwater and surface water samples are analyzed for general minerals, metals, and volatile organics. This contract was renewed in 2018 and again in 2022 for an additional five year term.

Santa Cruz, CA – Landfill Groundwater Monitoring and Reporting

The Santa Cruz Sanitary Landfill is a permitted Class III landfill, located in Santa Cruz County, California, owned and operated by the City of Santa Cruz. In September 1997, ATC Group Services LLC (now part of Atlas) was retained by a third party, to administer the groundwater monitoring and reporting program in accordance with Regional Board's WDR permit requirements. Field activities include measuring depth to water in 20 wells, collecting groundwater samples from 20 groundwater wells, collecting surface water samples from four sampling points, and collecting air samples from 15 vapor wells. Groundwater and surface water samples are analyzed for general minerals, metals, and volatile organics. Vapor samples are analyzed for hydrogen sulfide, methane, and volatile organics. During quarterly monitoring events, Atlas evaluated the condition of onsite groundwater and soil-pore wells, and dedicated sampling pumps contained in groundwater monitoring wells. If required, onsite maintenance was performed on wells and pumps to maintain the integrity of the groundwater monitoring program. Atlas also conducted methane monitoring at the onsite methane extraction facility. The facility extracted methane gas from the older fill area and converted the methane into energy. Atlas personnel conducted safety methane monitoring at the methane extraction facility and at the City of Santa Cruz operation offices to ensure that concentrations of methane did not exceed Cal-EPA or OSHA standards. Atlas continues to provide monitoring and reporting.

Haralson County Solid Waste Authority - Groundwater Projects

Since 1997, Atlas has assisted with the groundwater projects mentioned below as well as the MSWL's Assessment of Corrective Measures (ACM), permitting and construction of the C&D landfill, and maximizing efficient day to day operations. Senior Geologist Calvin Johnson, PG oversees the ongoing projects at both Haralson County solid waste facilities.

Atlas conducts semiannual groundwater assessment monitoring and annual Corrective Action Program monitoring for the closed MSWL landfill in Haralson County. The groundwater assessment monitoring program is comprised of 23 wells that are sampled for Appendix I metals and VOCs during the first semiannual event. During the second semiannual event, 16 wells are also monitored for MNA parameters as part of the Corrective Action Program. Every odd year, a subset of wells is sampled for Appendix II parameters. Eleven surface water points are monitored. Atlas prepares reports for the semiannual groundwater event and the MNA event including a

potentiometric surface map, a calculated groundwater flow rate, a statistical analysis of contaminant levels compared to their background levels and their MCL, a summary of the laboratory analytical data, and a Corrective Action Plan update. Groundwater and surface water event sampling and reporting is completed within the Georgia EPD requirement of 90 days. Groundwater Monitoring is ongoing with the corrective action plan hitting milestone requirements on time from the last date of sampling.

Atlas also conducts semiannual groundwater detection monitoring at the operational C&D landfill. This monitoring consists of seven wells that are analyzed for Appendix I metals and VOCs during each semiannual event. Atlas prepares reports for these semiannual groundwater events which include a potentiometric surface map, a calculated groundwater flow rate, a statistical analysis of contaminant levels compared to their background levels and their MCL, and a summary of the laboratory analytical data. Additionally, the storm water is collected and analyzed annually for the Georgia Storm Water Parameters. Groundwater and surface water event sampling and reporting is completed within the Georgia EPD requirement of 90 days from the last day of sampling.

Quarterly methane monitoring at the closed MSWL includes eight methane wells and three structures. At the operational C&D Landfill, the methane monitoring events include one well, three structures, and two vents. Methane monitoring event sampling and reporting is completed within the Georgia EPD requirement of 14 days from the date of sampling.

Atlas' ongoing engineering efforts at these facilities includes preparing an updated set of Design and Operation Plans according to Georgia EPD's Permit Review cycle to ensure that the C&D facility maintains an active permit and complies with the current Rules and Regulations. As part of this permit review cycle, Atlas is addressing a soil stockpile issue that will allow the landfill to more efficiently move and stockpile soils as construction of new cells begins.

Jefferson County Board of Commissioners, Engineering and Environmental Monitoring Services

Atlas offers engineering services and environmental monitoring services for two MSWLs in Jefferson County under the supervision of Senior Geologist Calvin Johnson, PG and Senior Engineer Bob Whitfield, PE. Additionally, Atlas conducts semiannual sampling and testing for discharge of leachate to Publicly Owned Treatment Works (POTWs) and annual monitoring of industrial storm water discharges at the operational CR-138 Subtitle D MSWL. Atlas has worked with the County since the early 1990s.

The first semiannual event at the US-1/Avera Road MSWL (assessment monitoring) requires sampling of 11 wells for Appendix I parameters and one surface water point. For the second semiannual event, the same wells are sampled for Appendix I parameters. If there are statistically significant increases over background in any well, that well is sampled for Appendix II parameters. Atlas prepares reports for these semiannual groundwater events which include a potentiometric surface map, a calculated groundwater flow rate, a statistical analysis of contaminant levels compared to their background levels and their MCL, and a summary of the laboratory analytical data. Groundwater and surface water event sampling and reporting is completed within the Georgia EPD requirement of 90 days from the last day of sampling. Groundwater Monitoring is ongoing. The methane monitoring network at the US-1/Avera Rd MSWL consists of six bar hole punch locations and six structures. Atlas samples the methane and prepares reports on a quarterly basis. Methane monitoring event sampling and reporting is completed within the Georgia EPD requirement of 14 days from the date of sampling.

The groundwater monitoring network at the CR-138 MSWL (detection monitoring) consists of six wells that are sampled for Appendix I metals and VOCs semiannually and two surface water points. Atlas prepares reports for the semiannual groundwater event including a potentiometric surface map, a calculated groundwater flow rate, a statistical analysis of contaminant levels compared to their background levels and their MCL, and a summary of the laboratory analytical data. Groundwater and surface water event sampling and reporting is completed within the Georgia EPD requirement of 90 days from the last day of sampling. Groundwater Monitoring is ongoing. The CR-138 MSWL contains five bar hole punch locations and two structures for methane monitoring. Since the landfill is active, Atlas also monitors the storm water and prepares annual reports in compliance with the NPDES permit.

Atlas also samples and reports on the leachate quarterly, including testing for Appendix IX compounds such as dioxins and furans during the fourth quarter event each year. Currently, Atlas is working with a subcontractor and the county to install a leachate flow meter, perform leachate tank inspections and repairs, and clean leachate lines within the waste unit.

In 2022, Atlas oversaw the construction and permitting of Section 3 at the CR-138 MSWL facility. Atlas provided project management services, QA/QC services, and soil liner and geomembrane liner installation oversight and testing. Alongside the construction of Section 3, this facility participated in their Permit Review cycle that resulted in Atlas installing seventeen new methane wells and eight new groundwater wells to ensure that the facility complies with current Rules and Regulations. Atlas provided engineering services and environmental services to support the Permit Review process and subsequent environmental monitoring network expansion.

Putnam County Board of Commissioners - Environmental Monitoring and Engineering Services

Atlas has worked with Putnam county since 2016 to provide environmental monitoring services and engineering services for the closed MSWL.

Atlas conducts semiannual groundwater monitoring for 16 monitoring wells, 12 piezometer wells, and two surface water locations. During the first semiannual event, eight monitoring wells are sampled for Appendix II metals and VOCs. The second semiannual event is an assessment event, where Appendix II metals and VOCs are analyzed for each monitoring well and six wells are additionally analyzed for MNA parameters. Full Appendix II monitoring is conducted every five years per the CAP (last event was May 2021). Atlas prepares reports for the semiannual groundwater event and the MNA event including a potentiometric surface map, a calculated groundwater flow rate, a statistical analysis of contaminant levels compared to their background levels and their MCL, a summary of the laboratory analytical data, and a Corrective Action Plan update. Groundwater and surface water event sampling and reporting is completed within the EPD requirement of 90 days from the last day of sampling. Groundwater Monitoring is ongoing.

The quarterly methane events consist of monitoring 13 wells and nine bar hole punch locations. MA conducts the field monitoring and prepares the reports for submittal. Methane monitoring event sampling and reporting is completed within the EPD requirement of 14 days from the date of sampling.

Atlas' ongoing engineering project for Putnam County is a landfill cap and detention pond regrading project. Atlas is providing engineering design services and project management services. The landfill cap has experienced significant settling over the years and terraces were

no longer allowing stormwater to be shed, instead water was ponding on the cap. The regrading project will restore the cap to its approved elevations with a terrace and ditch system that will direct stormwater into the detention pond on site.

Oglethorpe County Board of Commissioners - Engineering Services for C&D Landfill

Atlas has worked with Oglethorpe County since 2018 to provide engineering services for their C&D landfill. From 2018 through 2022, Atlas worked alongside the County to design and permit a horizontal and vertical expansion that would extend the life of the landfill. This expansion was done in conjunction with the five year permit review wave for the landfill. Atlas completed a new site suitability assessment for the expansion and prepared a new set of Design and Operation Plans. Upon approval, Atlas worked with the County to have the new limits of waste staked and install nineteen methane wells and three groundwater wells as part of an environmental monitoring plan upgrade.

Atlas' ongoing project with the County is to design and permit a new phase of the C&D landfill that will have an expected life of thirty years. Currently, a site suitability assessment is being prepared that will provide a comprehensive overview of the 233-acre property slated to become the new phase. Additionally, Atlas is assisting the County with improving day-to-day operations to increase efficiency and remain in compliance with the current Rules and Regulations.

City of Thousand Oaks: Subsurface Investigation, Proposed Sewer Line Improvement, Erbes Road and Hauser Circle

At the request of the City of Thousand Oaks Public Works Department, Atlas conducted a subsurface investigation of the Site in order qualitatively evaluate the subsurface lithology and determine whether traditional excavation methods would be suitable for the proposed improvement project. Atlas advanced four soil borings within the public rights-of-way using rotosonic drilling methods and collected continuous soil/rock samples to the total depth of the proposed excavation grade. The soils encountered during the investigation generally consisted of unconsolidated or loosely consolidated, thin-bedded siliceous shale, which was weak and fissile to the maximum depth of investigation. While thin and discontinuous vertical laminations of harder rock of up to five-inches in length were encountered during drilling, this material was sufficiently fissile to be fractured under a moderate-strength blow with a standard rock hammer. Based on the conditions observed during this investigation, Atlas concluded that it is unlikely that vertically or laterally continuous layers of consolidated bedrock or volcanic rocks of the Conejo Formation would be encountered during excavation of the sewer line and that excavation using standard mechanical excavation means and methods is feasible.

Final Outcome: Atlas also provided recommendations future construction specifications and bid solicitations to address the possibility that consolidated bedrock may be encountered in the grading plane, formally defined the terms “rock” and “rock excavation” for bid specification and bidding purposes, and suggestions for alternative measurement and payment terms for “rock excavation”.

Los Angeles Trade Technical College - Sage Hall Methane Survey and Soil Sampling

Atlas conducted a methane survey and soil sampling to assess the potential presence of methane and hazardous materials in soil and soil vapor in the vicinity of Sage Hall (Old Culinary Arts Building) on the campus of Los Angeles Technical Trade College. Sage Hall was scheduled for demolition to make way for the construction of a new Design and Media Arts Building. This project was a task order under an On-Call contract with the Los Angeles Community College District.

The existing 81,405 gross square foot Sage Hall included four floors and was constructed in 1961. The site is located in the Central Groundwater sub-basin of the Coastal Plain of Los Angeles. The Site is located within a Methane Zone, as designated by Los Angeles Department of Building and Safety and Los Angeles Department of Public Works. Therefore, the Site was subject to a methane survey prior to new construction activities.

Atlas mobilized to the Site to collect ten soil samples and two sets of soil vapor samples from five nested soil vapor probes. The soil samples were submitted for laboratory analysis of total petroleum hydrocarbons (TPH), arsenic, herbicides, organophosphate pesticides (OPPs), organochlorine pesticides (OCPs), and polychlorinated biphenyls (PCBs). The soil vapor samples were analyzed for methane and volatile organic compounds (VOCs).

Atlas found that no herbicides, OPPs, OCPs, or PCBs were detected in soil; arsenic was reported in all five shallow soil samples at concentrations below the 12.0 mg/kg screening level recommended by Department of Toxic Substances Control (DTSC); and TPH was reported at concentrations below the EPA Region 9 Regional Screening Levels (RSLs) and DTSC screening levels. However, soil collected and analyzed from the deeper soil samples, was found to have concentrations of TPH that exceeded DTSC screening levels. Neither methane nor VOCs were detected in the soil vapor samples.

Atlas concluded that the subsurface soil condition in the footprint of the proposed building was below the Level I threshold of 0-100 parts per million by volume (ppmv), as defined in the Los Angeles Municipal Code. Atlas also concluded that any soil removed from site for disposal would be characterized as non-hazardous waste. Although TPH concentrations exceed DTSC screening levels,

there were currently no regulations in the State of California or the City and County of Los Angeles that defined screening levels for re-use of impacted soils at the same Site where they were generated. Atlas recommended that the Client first obtain concurrence from the Los Angeles Regional Water Quality Control Board.

UCLA-Harbor Medical Center – Site Assessment and UST Closure

Atlas conducted site assessment and Underground Storage Tank (UST) closure activities at the UCLA-Harbor Medical Center in Torrance, California, on behalf of the County of Los Angeles Department of Public Works. The site was 72 acres, developed with a hospital, office buildings, medical research buildings, a hazardous waste storage area, a helipad, power plant, parking structure, and parking lots. The eastern portion of the site was a Leaking Underground Storage Tank (LUST) cleanup site. Activities dated back to 1994 and included UST removals, soil and groundwater investigation work plans, and site assessment reports.

In 1994, five USTs were removed from the site; one 12,000-gallon, two 10,000-gallon, one 500-gallon, and one 300-gallon UST. In 1998, one 8,000-gallon gasoline UST and one 4,000-gallon gasoline UST were removed, along with associated dispensers and piping. Soil samples were collected beneath the USTs, and total petroleum hydrocarbons (TPH) as diesel was detected above action levels. Contaminated soil was excavated and transported offsite for disposal. One 10,000-gallon gasoline UST was installed in the UST cavity. Two diesel USTs, one 10,000-gallon and one 280-gallon, were removed in 1999. Soil samples were collected beneath the USTs, and elevated TPH concentrations were detected beneath the 10,000-gallon UST. Approximately 308 cubic yards of soil was transported offsite for disposal. A 25,000-gallon UST was installed east of the former 280-gallon UST. Soil samples were collected at a maximum of 18 feet bgs following the 1998 and 1999 UST removals.

Atlas oversaw the advancement of four soil borings to a depth of 55 feet bgs, and groundwater was encountered between 50 and 55 feet bgs. Soil samples were collected at 5-foot intervals beginning at 5 feet bgs until groundwater was encountered. A total of 30 soil samples and three groundwater samples were collected from the boring locations. Soil and groundwater samples were analyzed for TPH, naphthalene, and fuel oxygenates. The reported concentrations of TPH in soil and groundwater were well below the limits set forth by the State Water Resources Control Board's Low Threat Closure Policy for case closure of UST sites. Therefore, based on the results of this Site Investigation, Atlas requested that the Site be considered for case closure by the Los Angeles Regional Water Quality Control Board (LARWQCB). As a result of Atlas's site assessment activities, case closure was granted by the LARWQCB on May 4, 2020.

Section 05

Government Experience

GOVERNMENT EXPERIENCE

Client	Contact	Brief Description
City of Lincoln, CA	Mark Foster 916.434.3250 mfoster@lincolnca.gov	Landfill Groundwater Monitoring and Reporting
City of Santa Cruz, CA	Craig Pearson 831.420.6273	Landfill Groundwater Monitoring and Reporting
City of Thousand Oaks, CA	Elaine Camia 805.449.2448 ecamia@toaks.org	On-Call for Environmental and Engineering Services
LA Community College District	Natalie Guglielmo 310.753.5164 natalie.guglielmo@build-lacd.org	On-Call Contract for Environmental Consulting Services
Housing Authority of the City of Los Angeles	Eric Tellez 213.252.4290 eric.tellez@hacla.org	On-Call Contract for Hazardous Materials Consulting Services
LA County Department of Public Works	Kevin Kim 626.300.2343 KKim@dpw.lacounty.gov	As needed environmental testing, inspection & monitoring
LA Unified School District	Andrew Modugno, PG Environmental Assessment Coordinator 213.241.3433 (office) 213.259.5610 (cell) andrew.modugno@lausd.net	On-Call Contract for Environmental Testing

Section 06

Fee Schedule

PROPOSED FEES

Atlas will provide all labor, expenses, and any subcontract costs to provide the services as outlined in the Scope of Services section of this proposal for a Lump Sum Cost Not To Exceed of One-Hundred and Fifty-Thousand Dollars (\$150,000.00). Costs per task* are presented in the table below.

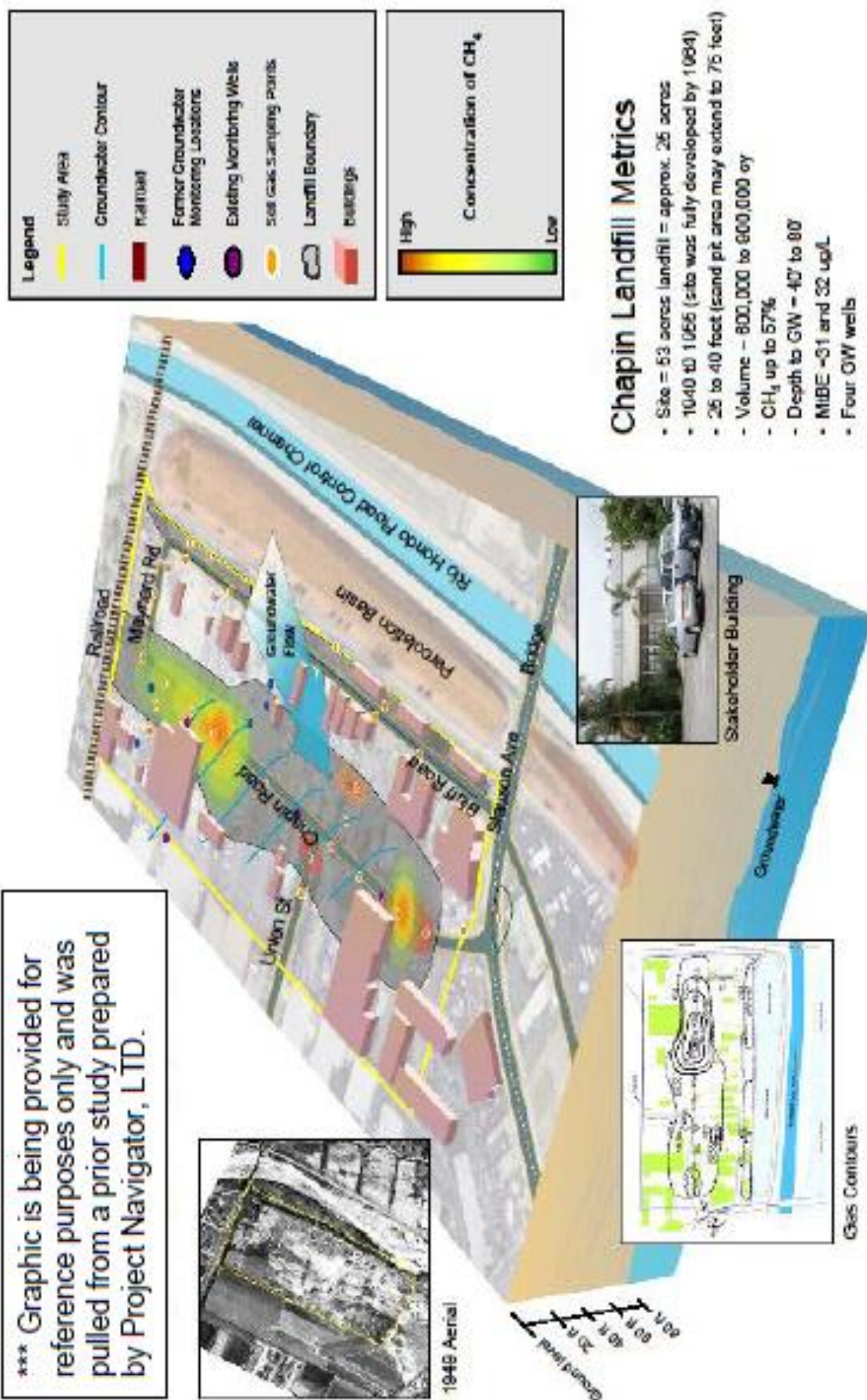
Task	Description	Cost
1	Review all relevant reports and data related to the site	\$41,880
2	Develop recommendations for further study and investigation	\$9,167
3	Develop recommendations for remediation	\$9,167
4	Review compliance with existing legislation	\$9,167
5	Review viability and requirements to repair public roads	\$35,695
6	Develop a Storm Water Masterplan	\$35,695
7	Identify funding sources for additional study, remediation and brownfield development	\$9,229

* breakdowns by task are estimates

figures

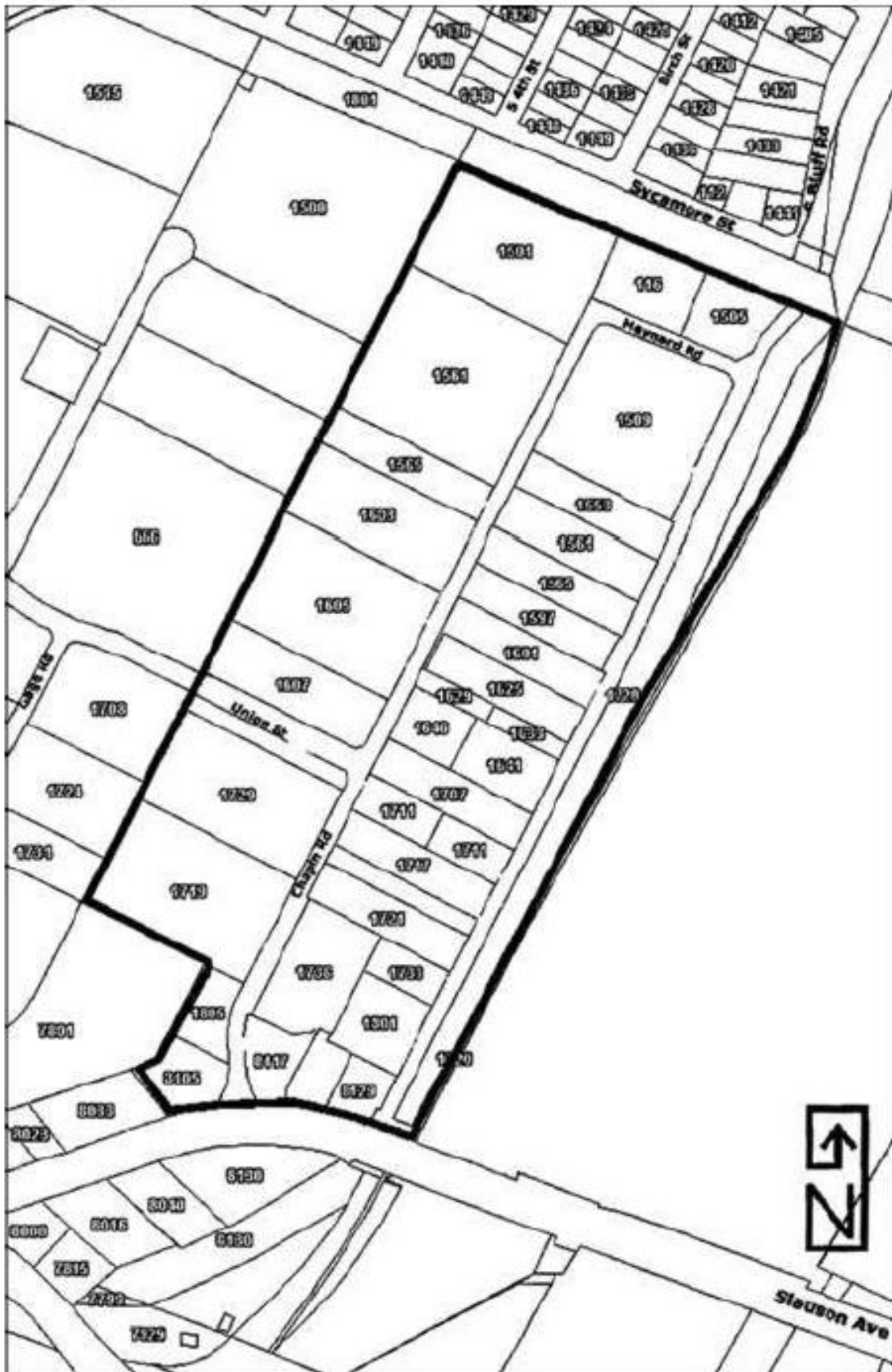
Chapin Road Landfill Site Conceptual Model (SCM)

*** Graphic is being provided for reference purposes only and was pulled from a prior study prepared by Project Navigator, LTD.



Map of the Montebello Brownfield Overlay District

FIGURE 2.



*** Graphic is generated from the Montebello Municipal Code Chapter 17.49 and is being provided for reference purposes only.

key staff resumes

JAY SCHNEIDER, PG, QSD

PROJECT MANAGER

OFFICE LOCATION

South El Monte, CA

EDUCATION

MS, Geology, University Of Cincinnati, Ohio, 1988

BA, Earth And Planetary Sciences, John Hopkins University, Baltimore, MD, 1985

REGISTRATION

Geologist (CA), #8787, 2010

Professional Geologist (WA), #3294, 2018

Qualified SWPPP Developer And Qualified SWPPP Practitioner, #20608, 2011

SPECIALIZED TRAINING

OSHA 40HR HAZWOPER

First Aid, CPR

HIRE DATE

05/2019

EXPERIENCE & RESPONSIBILITIES

Jay Schneider is a Professional Geologist with extensive experience in environmental remediation, Phase I/II/III subsurface investigations, storm water compliance, and project management for numerous sites in California, Utah, and Washington. He has evaluated data, supervised fieldwork, prepared technical reports, managed projects, supervised junior staff, and interacted with clients and regulatory agencies. Jay has prepared proposals and has managed major environmental construction projects for public utilities and transportation agencies. He has also prepared and managed environmental health and safety programs for corporate clients, including Hazardous Material Business Plans, chemical inventories, and CERS uploads. Jay is experienced with cases involving USTs, ASTs, chlorinated hydrocarbons, metal contamination of soil and groundwater, vapor intrusion, and reopened cases

PROJECT EXPERIENCE

GE Power, Inland Empire Energy Center, LLC – Menifee, California

Senior Geologist: Mr. Schneider is the Qualified (SWPPP) Developer (QSD) and Qualified SWPPP Professional (QSP) for the Inland Empire Energy Center (IEEC) decommissioning and demolition project. He drafted the Soil and Water Resources section for the IEEC Decommissioning and Demolition Plan for the California Energy Commission. He analyzed the environmental and geotechnical boring logs and laboratory data to determine that there would not be any environmental hazards associated with soil excavation, stockpiling, or disposal during decommissioning and demolition activities. As QSD, Mr. Schneider prepared the SWPPP for the project, and as QSP, he supervises the onsite SWPPP inspector, reviews all weekly and rain event inspection reports, conducts monthly QSP inspections, and interacts with the demolition contractor regarding all storm water issues at the IEEC. Finally, he drafted Atlas's Health and Safety Plan for the site, and is Atlas's Health and Safety Ofcer for the project.

LaSalle Investment Management, Inc., The Post – San Diego, California

Senior Geologist: Mr. Schneider reviewed previous Phase I and Phase II Environmental Site Assessment (ESA) reports that had been

conducted at the Site and adjoining parcels. He reviewed the procedures that previous consultants had used to evaluate potential contamination at the Site, the results obtained from the soil, soil vapor, and groundwater samples collected, and the methodology used to analyze the results. He conducted additional quantitative analyses on the results obtained in the previous studies. Mr. Schneider found that although there were exceedances of regulatory guidelines for residential properties at the Site, the Client could redevelop the property for commercial purposes without the installation of a vapor barrier or a subslab depressurization system.

AMLI Residential Properties – Marina Del Rey, California Project Manager:

Mr. Schneider manages the National Pollutant Discharge Elimination System (NPDES) permitting for a residential construction site in Marina Del Rey. Based on upon a review of the two discharge permits for the project, he determines the sampling schedule and protocol, necessary equipment and supplies, and laboratory analyses that need to be performed on a weekly, monthly, quarterly, and annual basis. He communicates PROJECT EXPERIENCE (Continued) the schedule and results of sampling to the client and the client's dewatering and treatment

JAY SCHNEIDER, PG, QSD

subcontractors, multiple laboratories, the Los Angeles Regional Water Quality Control Board (LARWQCB), and the Los Angeles Flood Control District. Mr. Schneider has trained personnel on sampling requirements and techniques at the site.

Panoptic, LLC – Canoga Park, California

Project Manager: Panoptic, LLC is in the process of developing a property in Canoga Park for high-density residential use. Development will entail excavation of 2,500 cubic yards of impacted soil, as well as dewatering impacted groundwater. The site is the location of a former retail service station and open case with the Los Angeles Regional Water Quality Control Board; the site is also downgradient from the adjoining Rocketdyne facility that is also under regulatory supervision by the LARWQCB. Mr. Schneider communicates with the client and the LARWQCB regarding the schedule for the project, including collection of soil waste profile samples, the NPDES permit for dewatering during construction, the air monitoring permit obtained from the South Coast Air Quality Management District, and the building and grading permits. Upon the client's receipt of all applicable permits, he will coordinate staff to obtain equipment to monitor dust and soil at the site, including collection of confirmation soil samples. Upon completion of the field work, Mr. Schneider will coordinate the drafting and submission of the excavation report to the LARWQCB and request case closure.

LaCosta Dry Cleaners – Carlsbad, California

Project Manager: The former LaCosta Dry Cleaners is located in a strip mall in Carlsbad, California, that is undergoing redevelopment. Under the regulatory supervision of the County of San Diego Department of Environmental Health (CSDDEH), the facility has been the site of soil, groundwater, soil vapor, and indoor air sampling. A remediation system had been operating at the site. After the remediation system had reached asymptotic

results, Mr. Schneider coordinated the approval of the remediation system with the CSDDEH. Following the sampling and analysis of downgradient groundwater, he received approval for well abandonment and case closure at the site from the CSDDEH. Furthermore, since the wells were located in the site building basement and abandonment by the CSDDEH's usual requirement for overdrilling and casing removal would be logistically difficult, Mr. Schneider successfully requested a waiver from the CSDDEH to abandon the wells by pressure grouting.

Harbor-UCLA Medical Center – Torrance, California

Project Manager: The Harbor-UCLA Medical Center, operated by the Los Angeles County Department of Public Works (LACDPW), has been undergoing extensive redevelopment. Five gasoline and diesel USTs were removed from the facility in the 1990's. As part of the redevelopment, extensive site assessment activities involving soil and groundwater sample collection were conducted at the site under the regulatory supervision of the LARWQCB. Mr. Schneider implemented the Work Plan for Site Assessment after its approval by the LACDPW and the LARWQCB. Following review of the Site Assessment Report, case closure was granted by the LARWQCB. Work continues at the HarborUCLA Medical Center, as pole-mounted transformers known or suspected to contain PCBs will be decommissioned and removed from the site, and the transformer oil as well as the soil below the transformers will need to be collected and analyzed for contaminants. Mr. Schneider is working with the LACDPW to coordinate the schedule for these activities with the LACDPW and several subcontractors.

CALVIN R. JOHNSON, EP, PG

SENIOR MANAGER / ENVIRONMENTAL PROFESSIONAL

Education

BA, Geology, Alfred University
Graduate Coursework
Hydrogeochemistry
(M.S. thesis pending),
Indiana University

Registration & Certification

Professional Geologist
Georgia (#1175)
Florida (#2026)
Indiana (#1757)

Professional Training

40-Hour HAZWOPER
OSHA 29 CFR 1910.120(e)
8-Hour Annual Refreshers,
(annually since 1992)
8 Hr. Refresher, current
through May 2023
First Aid, Bloodborne
Pathogens, and CPR Training
Supervisory Confined Space
Entry, OSHA 29 CFR 1910.146
Level 1A Certified Blue Card
(no. 41413)
Landfill Gas Collection and
Analysis Training
Permit & Non-Permit Confined
Space Entry
30-hr OSHA Construction
Safety Training Certification
Phase I ESA Due Diligence
38 Hour USACE Wetland
Delineation & Management
Training Program (Cert. #4399)
EPA/AHERA/ASHARA (TSCA
Title II), NESHAP Regulation
Training for Asbestos in
Buildings: Abatement Project
Supervisor (Cert. #4150)
EPA/AHERA/ASHARA Certified
Asbestos in Buildings Inspector
(Cert. #9362)
Mold 40-hour Assessment &
Remediation Course
Storm Water Management for
Construction Sites

Years of Experience

30+

Years with Firm

2

EXPERIENCE & RESPONSIBILITIES

Mr. Johnson is a licensed professional geologist in multiple states (including Georgia, Florida & Indiana) with more than thirty years of environmental consulting and engineering firm related experience performing geological, hydrological, geochemical, geotechnical, geophysical, solid/hazardous waste, and water resources investigations for a variety of industries throughout the eastern United States and abroad. He has a wide-ranging knowledge of environmental issues, rules, and regulations and specializes in management of multidisciplinary projects for private, public-sector, and governmental clients, primarily related to impacted groundwater quality by solvents, petroleum and chlorinated hydrocarbons, fuels, metals, and various other organic and inorganic chemicals. Mr. Johnson's emphasis is on environmental investigations and remediation that promote property restoration and redevelopment. He has conducted hundreds of site assessments; evaluated risk to human health and the environment; developed cleanup goals and remedial alternatives; selected contractors; and planned, designed, executed, managed, and supervised numerous onsite cleanup efforts. Mr. Johnson has served as senior reviewer on many technical reports and proposals and has authored or co-authored hundreds more environmentally related reports ranging from simple ESAs to complex technical project summaries of remediation efforts at contaminated commercial, manufacturing, industrial and municipal properties including landfills.

Mr. Johnson is knowledgeable in the environmental regulations related to such consulting projects including CERCLA, RCRA, Brownfields, TSCA, DOT and various state-led programs, such as HSRA/HSI and GUST in Georgia. He has worked on hazardous, solid and petroleum-related waste cleanup projects for numerous Fortune 1000 companies and other clientele in the petroleum, chemical, energy, paint, telecommunication, solid waste, recycling, commercial property development and manufacturing industries over the past several decades. He has extensive experience with project planning, cost modeling, environmental due diligence, site characterization, and remediation of contaminated media, including some property impacted by munitions and explosives of concern or MEC and other conventional contamination formerly known as unexploded ordnance (UXO/MMRP experience). Mr. Johnson also worked on a low-level radioactive waste disposal facility siting project in the early 1990s on behalf of a nuclear government agency assisting a consortium of northeast Atlantic region states in the process of evaluating a suitable proposed construction site of a low rad biomedical-waste disposal facility. Other experiences have included completion of an environmental assessment of a Petrogal petroleum refinery in Portugal and various groundwater and soil gas assessments of bulk-chemical manufacturing and distribution centers in Spain and throughout the eastern U.S. extending from Maine to Florida and westward to Missouri and Texas.

RELEVANT EXPERIENCE

Mr. Johnson's professional experience includes varied and increasing responsibilities with engineering, environmental, landfill specialty, and remediation firms since 1991, as well as his work with the US Geological Survey.

CALVIN R. JOHNSON, EP, PG

Specialization and Technical Interest

Mr. Johnson's experience to date has focused on environmental consulting programs, project management, business operations and development, mentoring, technical, and health & safety training of company staff personnel. His professional experience includes consulting on various phases of environmental, hazardous waste and water resources investigation projects involving:

1. expedited soil and groundwater assessments;
2. use of conventional and innovative treatment technologies to remediate on and offsite contaminated media;
3. management of large-scale multi-tasked hazardous, solid waste and hydrogeological investigations;
4. evaluation of geochemical groundwater monitoring data for small and large-quantity generators (RCRA/HSRA and state Superfund/HSI sites);
5. 3-D numerical computer modeling of groundwater flow and chemical fate & transport in subsurface regimes;
6. legal and litigation support services;
7. wetland delineation, management, mitigation banking and permitting;
8. strategy development, regulatory negotiation, environmental compliance, and risk management services;
9. asbestos investigations and lead-based paint screening;
10. team development and safety training; and
11. ensuring an overall reduction of chemical exposures and environmental risk to receptors by effectively managing projects using a conceptual hydrogeological modeling approach.

He is also experienced in geotechnical engineering, construction and environmental contracting services related to the completion of commercial property transactions or acquisitions (Phase I ESAs); Phase II or limited site assessments (LSIs); emergency/rapid response services related to chemical spills and remediation of contaminated properties impacted by chlorinated solvents, petroleum hydrocarbons, and other volatile organic compounds (VOCs); trace and toxic metals; polychlorinated biphenyls (PCBs); pesticides/herbicides; PFAS/PFOA/PFOS; select explosives and unexploded ordnance (MEC/UXO/MMRP including DNT, TNT and munitions); mold/fungi; and other varieties of chemicals and substances released into the environment. Specific areas of other experience and technical interests include:

- Environmental Site Assessments (ESAs)
- Soil & Groundwater Remediation (In-situ/Ex-situ)
- Groundwater Flow & Contaminant Transport Modeling, 3-D Visualization & Animation
- Hydraulic Analysis of Aquifer Systems
- Mobile Laboratory Services (portable Gas Chromatic field operation and analyses)
- Surface and Subsurface Geophysical Applications
- Legal and Litigation Support Services
- In-situ Chemical Oxidation & UIC Permitting
- O&M Remediation Systems (Dual Phase, Multiphase, SVE, AS, P&T, LFG Flares, Telemetry)
- Brownfields Redevelopment and VRPs
- Storage Tank Closures & Waste Treatment Permitting
- Groundwater & Landfill Gas Monitoring, Compliance Sampling & Reporting
- MEC Detection, Drum / Tank Location and Mapping Services
- Geographic Information Systems (GIS) spatial analysis and renderings
- Construction Management & Oversight
- Cost Estimating & Project Budgeting
- Regulatory and Contract Negotiations
- Data Validation and QA/QC Reviews
- Exposure / Risk Investigations & Pathway Receptor Analyses
- Water Resources, Watershed, and Wellhead Protection Studies
- Monitored Natural Attenuation and Fate and Transport Studies
- Environmental Compliance Audits
- Karst, Sinkholes, and Fractured Rock Studies
- Geochemical Remediation Alternatives, Chemical Injections & Dewatering
- Proposal Development, Bid Specifications & Technical Writing
- Real Estate Development Assessments & Property Acquisitions
- Soil Gas and Vapor Intrusion Studies
- Landfill Gas-to-Energy Projects & Optimization

KEY PERSONNEL

RONALD SANTOS, PE

PRINCIPAL ENGINEER

EDUCATION

BS, Civil Engineering, University of Alberta Edmonton, Alberta, Canada, 1992

REGISTRATION

Professional Engineer, ID, #12566, 2/2/2007

Professional Engineer, OR, #78965, 3/13/2007

Professional Engineer, WA, #53690, 5/25/2016

Professional Engineer, CA, #C59850, 7/23/1999

Professional Engineer, MI, #6201054032, 1/23/2007

Professional Engineer, NV, #027631, 4/7/2020

SPECIALIZED TRAINING

40-hour HAZWOPER Training, OSHA 29 CFR 1910.120.

8-Hour HAZWOPER Supervisor Training

10-Hour OSHA Construction Training

National Groundwater Association, MTBE Treatment Technology Design and Implementation Course

Loss Prevention System Safety Training

PROFESSIONAL AFFILIATIONS

Society of American Military Engineers

HIRE DATE

5/2019

EXPERIENCE & RESPONSIBILITIES

Ronald Santos has over 30 years of experience as a consultant in the environmental industry. As a senior engineer with a civil/environmental engineering background, he has extensive experience with engineering program/project management, environmental site assessments, vapor intrusion and risk assessments, implementation of remediation technologies, facility audit and compliance oversight, and safety stewardship. Ron provides technical support to all of the Western Region offices/staff. He will manage and execute projects; supervise and mentor staff; oversee the preparation of technical proposals and reports, and provide QA/QC of deliverables.

PROJECT EXPERIENCE

Chevron, Environmental Site Assessments – California, Kansas, Michigan, Oregon, and Washington

Project Role: Mr. Santos managed environmental progress of various petroleum facilities throughout California, Oregon and Washington. He performed environmental site assessments to characterize hydrocarbon-affected soil, soil vapor, and/or groundwater plumes; performed remedial pilot tests; developed remedial actions plans in accordance with agency requirements; design and installed remedial systems; monitored/optimized onsite remedial operations; and managed closure activities.

Chevron, Richmond Refinery – Richmond California

Project Role: Mr. Santos provided senior engineering expertise to upgrade aging GPS piping systems, replace hazardous waste closure unit caps, and inspect closure landfill units.

Chevron, 76 Products Portfolio – California, Oregon, and Washington

Project Role: Mr. Santos served as the portfolio manager for various petroleum facilities throughout California, Oregon and Washington. He managed the portfolio by growing the portfolio, reviewing all document submittals, attending all pre-field and quarterly meetings as available, tracking milestone and deliverable schedules, evaluating cost savings/avoidance opportunities, and stewarding safety. In addition, he managed individual sites with similar tasks and expectations as the Chevron EMC portfolio.

Air National Guard, Remediation – Oregon, California, and Idaho

Project Role: Mr. Santos provided senior engineering expertise to assess per- and

polyfluoroalkyl substances (PFAS) in soil and groundwater. Risk screening levels (RSLs) were calculated using EPA RSL online resources and tables. Special field protocols were implemented to mitigate potential PFAS cross-contamination during sampling. In addition, several in-situ remedial technologies were evaluated to address chlorinated solvent plumes that included air sparge/soil vapor extraction, multiphase extraction, in-situ chemical oxidation, and in-situ chemical reduction.

NASA, Ames Research Center Engineering Peer Reviews– Moffett Field, California

Project Role: Mr. Santos completed engineering peer reviews to evaluate proposed remedial technology recommended to contain a chlorinated solvents plume. In addition, he completed a feasibility study that evaluated remedial technologies to address PCB, DDT, and lead affected soils. Technologies reviewed included solidification/stabilization, vitrification, incineration, thermal desorption, gas phase chemical reduction, soil/solvent washing, dehalogenation, and sonic technology.

Mobile Remediation System Program – Various Sites, California

Project Role: Mr. Santos was the program manager for mobile treatment system operations. The systems are cost-effective, mobile, high vacuum, thermal/catalytic oxidizers utilized to remove vapor and liquid-phase hydrocarbons simultaneously. He managed systems, scheduled events and operators to provide clients with quick mobilization times, evaluate remedial performance and assess optimization options.

Remedial Engineering Program – California, Arizona, and Texas

Project Role: Mr. Santos was the program manager for a remedial engineering group. He supervised an engineering team that designed, permitted, and oversaw installation/construction of various remedial groundwater and/or soil vapor extraction systems. In addition, he managed the remedial system operation and maintenance program. He was responsible for developing the engineering program; researching new treatment technologies; interfacing with agencies; reviewing design drawings, permits and reports; and providing peer review regarding remedial issues for various regions.

Earth Tech, Remedial Excavation and Site Restoration – Edwards Air Force Base, California

Project Role: Mr. Santos provided engineering services to manage and procure equipment, materials, and labor for remedial excavation and site restoration at various locations at Edwards Air Force Base. He supervised onsite excavation activities and managed project budget expenditures.

Neutrogena Corporation, Subsurface Soil Remediation – Los Angeles, California

Project Role: Mr. Santos operated and maintained the bioremediation system to treat diesel-affected soil. The bioremediation system consisted of a regenerative blower, peristaltic pump, and nutrient/bacteria feed system. He evaluated system performance, soil remediation progress, and collected soil and groundwater samples. Mr. Santos managed project expenses and consulted with oversight agencies to obtain site closure.

USA Petroleum, Subsurface Soil Remediation – Los Angeles and Riverside County, California

Project Role: Mr. Santos operated and maintained soil vapor extraction systems to treat petroleum hydrocarbon-affected soil. The systems consisted of a thermal and catalytic oxidizers and air sparge systems. He evaluated system performance, soil remediation progress, and collected soil and groundwater samples. Mr. Santos managed project expenses and consulted with oversight agencies for project remedial status updates.

Denver Plating, Remedial Excavation – Colton, California

Project Role: Mr. Santos provided onsite engineering services for remedial excavation activities. He delineated extent of heavy metal-affected soil (excavation area), supervised excavation crew, coordinated the disposal of heavy metal-affected soil, and ensured health and safety protocols were followed. In addition, he oversaw collection of soil samples and analyzed laboratory results to ensure soil impacted with heavy metals was removed through excavation. He also acted as a liaison between the client and local oversight agency.

El-Rayes Environmental Corporation, Soil Bioremediation Treatability Study – Vancouver, British Columbia, Canada

Project Role: Mr. Santos provided staff engineering services to maintain and operate a laboratory scale project for bioremediation of Bunker C affected soil. Laboratory study compared remediation efficacy of two bioengineered bacteria and existing bacteria in the project soil. He collected soil and water samples to evaluate the remediation process.

Tropicana East Shopping Center – Las Vegas, Nevada

Project Role: Mr. Santos is serving as the lead remediation engineer for the project. The primary constituent of concern is PCE contaminated soil and groundwater. He is responsible for optimizing groundwater pump and treatment system operations, peer reviewing remediation path forward scopes, and design of future system upgrades that will include soil vapor extraction and increasing the capacity of the existing groundwater treatment system.

Panattoni Development Company, Inc. – Madison, Tennessee

Project Role: Mr. Santos served as the primary design engineer for a vapor mitigation system (VMS) that is being installed at a new 125,000 square foot office and distribution warehouse. The primary constituents of concern are volatile organic compounds related former manufacturing facility located at the site. VMS components include an engineered vapor barrier membrane with sub-slab vent piping and wind turbine that discharges effluent at the roof top.



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Assistant Director

SUBJECT: **APPROVE AGREEMENT NO. 4126 WITH WAXIE ENTERPRISES, INC.
FOR CITYWIDE JANITORIAL SUPPLIES**

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award a Professional Service Agreement to Waxie's Enterprises, Inc., dba WAXIE Sanitary Supply in an amount not-to-exceed \$300,000 over three (3) years with the option to extend up to two (2) additional years; and
2. Authorize the Acting 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 \$300,000 over the next three (3) fiscal years with the option to extend up to two (2) additional years. The contract will be divided into three (3) consecutive one-year periods. The contract will be charged to the following account numbers; 1) \$40,000 in Account No. 100-30-510-6000.30 (General Fund, Public Works, Government Building Maintenance, Supplies Janitorial); 2) 35,000 in Account No. 100-30-720-6000.30 (General Fund, Public Works, Park Maintenance, Supplies Janitorial); and 3) \$25,000 in Account No. 600-90-915-6000.30 (Transit, Transportation, Corporate Shops, Supplies Janitorial). These amounts were included in the adopted budget for Fiscal Year 2023-24 and no budget amendment is necessary at this time.

BACKGROUND/DISCUSSION:

Janitorial supplies are critical to keeping City facilities comfortable and in good and safe

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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working conditions for employees and patrons. Waxie's Enterprises, Inc., dba WAXIE Sanitary Supply's office is based out of San Diego, California, and has provided janitorial supplies to government entities for over seventy years.

WAXIE Sanitary Supply has offered the City of Montebello the same services and rates as their existing services contract with the National Cooperative Purchasing Alliance (a wholly-owned subsidiary of Omnia Partners) for the Region XIV Education Service Center (a subset of the Texas Education Agency). The existing contract between WAXIE Sanitary Supply and National Cooperative Purchasing Alliance was entered into on April 11, 2016, and is titled, "Region 14 Education Service Center RFP #08-16 for Comprehensive Operational & Janitorial Supplies Solutions made available through the National Cooperative Purchasing Alliance" (Contract No. 02-27). The contract between WAXIE Sanitary Supply and National Cooperative Purchasing Alliance 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 Region XIV Education Service Center beginning on February 18, 2016. Proposals were subsequently received and evaluated according to RFP criteria by an evaluation committee. The contract was awarded to WAXIE Sanitary Supply, being the highest-rated, lowest cost, apparent responsive, and responsible proposer.

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, National Cooperative Purchasing Alliance's procurement process for WAXIE Sanitary Supply was done through a competitive RFP process and in compliance with its local rules. Through its 70+ years of experience and the National Cooperative Purchasing Alliance bidding and evaluation procedure, WAXIE Sanitary Supply has demonstrated competence and the professional qualifications necessary for the satisfactory performance of providing Janitorial Supplies. 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

SUMMARY:

Staff recommends that the City Council award a Professional Services Agreement to Waxie's Enterprises, Inc., dba WAXIE Sanitary Supply. Upon approval of the recommended contractor, staff will execute the Professional Service Agreement with WAXIE Sanitary Supply for Janitorial Supplies. The Fiscal Year 2023-24 budget was developed with sufficient funding for the janitorial supplies in various General Fund and Transit Fund accounts. Therefore, a budget adjustment is not necessary with the award

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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of this contract.

ATTACHMENT(S)

1. ATTACHMENT A - Agreement No. 4126

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4126
WITH WAXIE'S ENTERPRISES, INC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 23, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **WAXIE'S ENTERPRISES, INC, dba WAXIE SANITARY SUPPLY** (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 janitorial supplies to the CITY; and

WHEREAS, the CONSULTANT currently has a contract with the National Cooperative Purchasing Alliance (a wholly-owned subsidiary of Omnia Partners) for the Region XIV Educations Service Center (a subset of the Texas Education Agency) to provide janitorial supplies (Contract No. 02-27); and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process (National Cooperative Purchasing Alliance RFP No. 08-16); and

WHEREAS, the CONSULTANT grants the City authorization to make purchase using the same terms and conditions as those listed in the National Cooperative Purchasing Alliance 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. Proposal dated March 28, 2016
3. National Cooperative Purchasing Alliance Contract No. 02-27
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

PROFESSIONAL SERVICES AGREEMENT NO. 4126

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precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide janitorial supplies, as set forth fully in the National Cooperative Purchasing Alliance Request for Proposals No. 08-16 (**Exhibit "A"**) hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

b. All terms, conditions, requirements, and provisions of Contract No. 02-27 (**Exhibit "A"**) dated April 11, 2016, 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 "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals,

PROFESSIONAL SERVICES AGREEMENT NO. 4126

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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 the 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

PROFESSIONAL SERVICES AGREEMENT NO. 4126

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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,

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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

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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.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@montebellocal.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.

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in

addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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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
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: WAXIE Enterprises, INC.
Attn: Lee Jackson
9353 Waxie Way
San Diego, CA 92123
(858) 292-8111 ext. 1603
Email: ljackson@waxie.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

WAXIE'S ENTERPRISES, INC.

Arlene Salazar, Acting City Manager

Michael Muscara, Corporate Account
Director

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – National Cooperative Purchasing Alliance RFP No. 08-16
- Exhibit B – National Cooperative Purchasing Alliance (Contract No. 02-27)
- Exhibit C – WAXIE Authorization Email

EXHIBIT “A”

National Cooperative Purchasing Alliance RFP No. 08-16

Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15th, 2016

Notice to Respondent:

Submittal Deadline: Tuesday, March 29th, 2016, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies
Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 08-16



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Warranty
 - Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| ☐ Alabama | ☐ Maryland | ☐ South Carolina |
| ☐ Alaska | ☐ Massachusetts | ☐ South Dakota |
| ☐ Arizona | ☐ Michigan | ☐ Tennessee |
| ☐ Arkansas | ☐ Minnesota | ☐ Texas |
| ☐ California | ☐ Mississippi | ☐ Utah |
| ☐ Colorado | ☐ Missouri | ☐ Vermont |
| ☐ Connecticut | ☐ Montana | ☐ Virginia |
| ☐ Delaware | ☐ Nebraska | ☐ Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | ☐ Wisconsin |
| ☐ Georgia | ☐ New Jersey | ☐ Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | ☐ New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | ☐ Ohio | |
| ☐ Kansas | ☐ Oklahoma | |
| ☐ Kentucky | ☐ Oregon | |
| ☐ Louisiana | ☐ Pennsylvania | |
| ☐ Maine | ☐ Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.
 - Cleaning Chemicals
 - Dilution Control Cleaning Chemical Systems
 - Floor Finishes and Floor Sealers
 - Wood Floor Cleaning and Maintenance Products
 - Cleaning Equipment
 - Vacuums, floor machines, wet/dry vacuums, sweepers, scrubbers, carpet cleaning machines, restroom cleaning systems and other cleaning equipment
 - Food Service Disposable Products
 - Safety Supplies
 - Lighting
 - Fixtures, lamps, equipment, parts, tools and accessories.
 - Plumbing
 - Fixtures, equipment, parts, tools and accessories.
 - Electrical
 - Fixtures, equipment, parts, tools and accessories.
 - Heating, Ventilating and Air Conditioning
 - Equipment, parts, tools and accessories.
 - Hand Tools
 - Power Tools
 - Office Supplies
 - Office Furniture
 - Automotive
 - Parts, Cleaning Supplies, Tools
 - Building Materials
 - Clothing & Apparel
 - Doors & Windows
 - Hardware and Accessories
 - Electrical
 - Lawn & Garden
 - Paint & Painting Supplies
 - Storage and Organization

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.

Cities, Towns, Villages and Boroughs in Oregon

1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO

54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON
9 DESCHUTES COUNTY
10 DOUGLAS COUNTY
11 GILLIAM COUNTY
12 GILLIAM COUNTY OREGON
13 GRANT COUNTY, OREGON
14 HARNEY COUNTY SHERIFFS OFFICE
15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY , SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDEPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUEL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No. Nonprofit & Other		72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORCS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

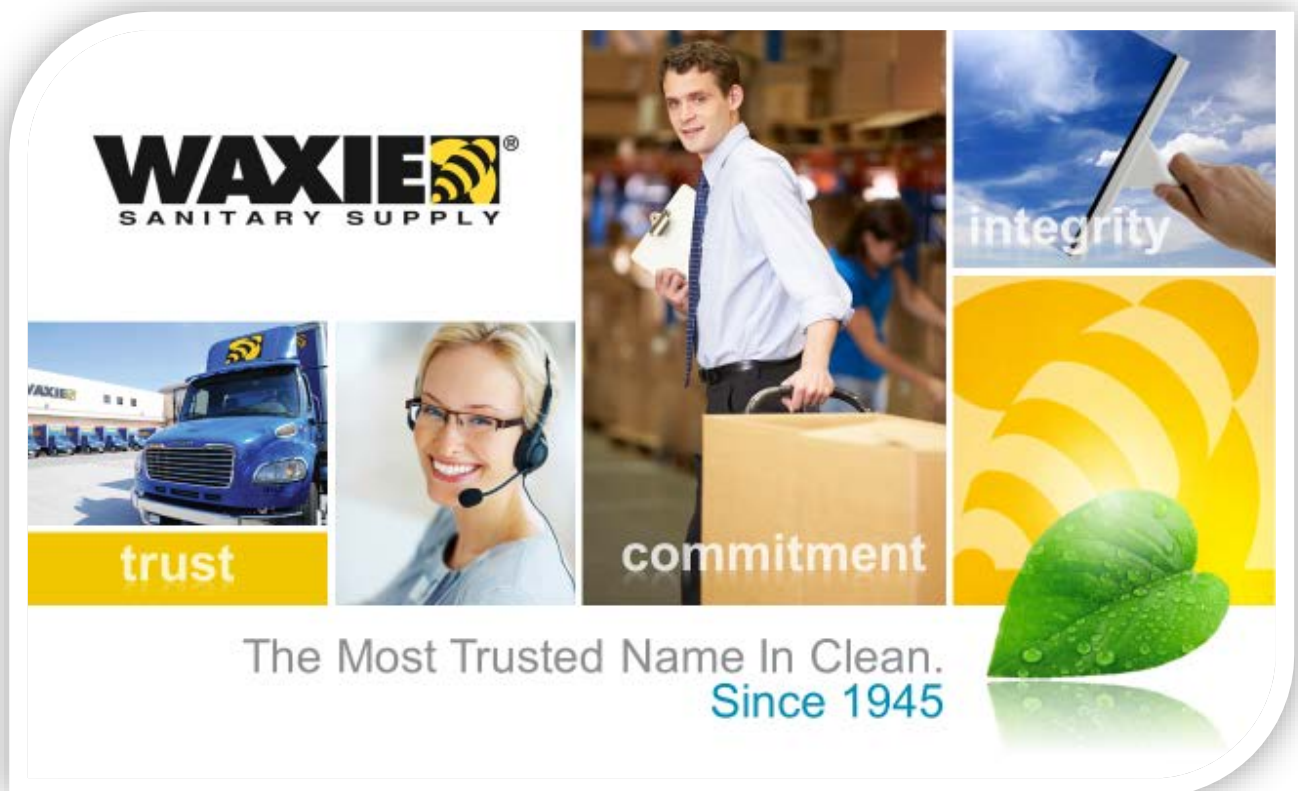
9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 18 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION

EXHIBIT “B”

National Cooperative Purchasing Alliance Contract No. 02-27



**Region 14 Education Service Center
RFP # 08-16 for Comprehensive Operational & Janitorial
Supplies Solutions made available through the National
Cooperative Purchasing Alliance**

March 28, 2016



Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Re: **Solicitation No. 08-16**

Dear Region 14 ESC/NCPA,

WAXIE Sanitary Supply ("WAXIE") is pleased to submit this response to the Region 14 Education Service Center ("Region 14 ESC") RFP #08-16 for Comprehensive Operational & Janitorial Supplies Solutions.

WAXIE offers a fundamental change to how institutional supplies are procured in the Public Sector. We are replacing the current multiple channel, highly specialized approach that results in a large number of supply contracts, ordering systems, points of communication, and sources of confusion with an intuitive, single ordering platform for multiple commodities.

WAXIE and our program partner, Brighton Cromwell, developed the ability to source through primary and secondary manufacturing and master distribution sources delivering a smooth ordering experience and a single invoice for orders across multiple commodity groups. This ordering system automatically chooses the lowest cost available to each customer for each item and the least expensive contract compliant delivery method.

Public Sector agencies will save substantially on the direct cost of supplies in all categories and will benefit significantly in the administration of these procurements. The costs for ordering, delivery, receiving, and payables can all be reduced. Supply ordering system training can be standardized across multiple departments making it much easier to implement than multiple contract channels.

WAXIE currently enjoys a substantial volume of business through our existing contract with Region 14 ESC for Janitorial Supplies Maintenance and Repair. This new method of consolidation of contracts, ordering, fulfillment, and invoicing will present Region 14 members and Public Sector agencies across the United States an opportunity to reduce their supply chain spend for a broad array of common institutional supplies.

In order to most clearly respond to Region 14 ESC's RFP, WAXIE is providing responses or acknowledgements immediately below each section or sub-section in [blue font](#). If you have any questions regarding our submitted information please contact me at mmuscara@waxie.com or (480) 213-1709.

Thank you again for the opportunity to present our proposal and we look forward to continuing to work together to bring value and sustainability to the Public Sector supply chain.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Muscara', is written over a light blue horizontal line.

Michael Muscara
Corporate Accounts Director

Request for Proposal (RFP) for Comprehensive Operational & Janitorial Supplies Solutions

Solicitation Number: 08-16

Publication Date: Monday, February 15th, 2016

Notice to Respondent:

Submittal Deadline: Tuesday, March 29th, 2016, 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Comprehensive Operational and Janitorial Supplies Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Comprehensive Operational and Janitorial Supplies Solutions, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Comprehensive Operational & Janitorial Supplies
Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 08-16



Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Comprehensive Operational and Janitorial Supplies Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

WAXIE acknowledges and agrees to all aspects of the Introduction/Scope section.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	<u>Mike Muscara</u>
Company:	<u>Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply</u>
Address:	<u>9353 Waxie Way</u>
City, State, Zip:	<u>San Diego, CA 92123</u>
Solicitation Name and Number:	<u>RFP 08-16 for Comprehensive Operational & Janitorial Supplies Solutions</u>
Due Date and Time:	<u>Tuesday, March 29th, 2016; 2:00pm CST</u>

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
 - ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

◆ Adding authorized distributors/dealers

- Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
- Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
- Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

❖ Since many Public Sector agencies require or prefer to work through a disadvantaged business partner WAXIE has developed a network of reputable small disadvantaged businesses that we authorize to support the contract through sales, customer service, and other commercially useful functions. The current list of companies is:

- Brighton Cromwell, a federal small business;
- Document Imaging Dimensions, a women and veteran owned business;
- MANS Distributing Inc., a women and minority owned business;
- J Hurley Company, a service related disabled veteran owned business;
- Vet Force Inc., a service related disabled veteran owned business; and
- Sustain One, a minority and women owned business.

◆ Warranty

➤ Proposals should address each of the following:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- ❖ WAXIE's supplier and product selection practice combined with operational and logistical excellence insure uniform quality and consistency in product performance and customer service. WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.
- Availability of replacement parts
- ❖ WAXIE has over \$2,000,000 in replacement parts in inventory at any given time. Most replacement parts will be delivered in the same time frame as normal product delivery. Parts requiring a special order will be shipped under freight conditions unless the customer chooses to expedite shipping. Expedited shipping charges will be the responsibility of the customer.
- Life expectancy of equipment under normal use
- ❖ Manufacturers' warranties are the only warranties available to the customer. The life expectancy of the equipment varies based on a variety of factors including weather, intensity of use, daily maintenance and other factors. For these reasons, there is no standard for the life expectancy of Janitorial Equipment.
- Detailed information as to proposed return policy on all equipment
- ❖ WAXIE stands behind manufacturer's full warranty for all products we sell and distribute. If dissatisfied with performance of any product, all unopened and unused portion may be returned for credit within one year of the date of manufacture. Use product as directed, wear personal protection equipment where appropriate, and read and understand all precautionary statements.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ❖ WAXIE requests reciprocal indemnification using the following language:

Region 14 ESC and its participants, administrators, employees and agents shall protect, indemnify, and hold harmless WAXIE and its officers, agents and employees against all claims, damages, losses and expenses arising out of or resulting from the actions of the end user in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
 - ❖ WAXIE's corporate insurance policies do not provide a (10) day notice of modification/cancellation. However, WAXIE recently celebrated our 70th anniversary and in that time, WAXIE has never had a day without insurance coverage. In the extreme unlikelihood that insurance is cancelled by our carrier, WAXIE will notify Region 14 ESC at the first possible opportunity.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the General Terms and Conditions section.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 - \$60 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

- ❖ WAXIE is pleased to have had an agreement in place with Region 14 ESC over the past four years and we look forward to continuing to provide superior administrative performance, exceptional levels of customer satisfaction, and mandating that customers' interests drive every decision we make as well as every solution we offer.

WAXIE has been delivering superior customer service for over 75 years. Currently WAXIE manages over 5,000 public sector accounts throughout the US and rarely has a service related

issue. Our experience with State purchasing cooperatives and price group purchasing cooperatives in the public sector accounts for over 25% of our total business.

Our partner Brighton Cromwell is a very fast growing supply source integration and logistics company that has prospered under the difficult rules of business in the federal sector. Brighton Cromwell has a perfect record with the Defense Logistics Agency in delivering highly complex contract requirements worldwide including into active war zones.

Our combined customer touches, through orders and deliveries, exceed three million instances annually. Both of our companies are highly invested in customer service and highly capable of delivering superior service to all of our customers.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of the Process section.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

WAXIE acknowledges and agrees to all aspects of the Evaluation Criteria section.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Waxie's Enterprises, Inc. dba WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 1.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 11, 2016, by and between National Cooperative Purchasing Alliance (“NCPA”) and Waxie's Enterprises (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 11, 2016, referenced as Contract Number 02-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Comprehensive Operational and Janitorial Supplies Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
- General Provisions
 - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
 - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
 - ❖ WAXIE requests reciprocity using the following language:
 NCPA and Region 14 ESC agree to allow WAXIE to use their names and logos within website, marketing materials and advertisement. Any use of WAXIE name and logo or any form of publicity regarding this contract by NCPA or Region 14 ESC must have prior approval by WAXIE.
 - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
 - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
 - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
 - All written communications given hereunder shall be delivered to the addresses as set forth below.

Except where indicated otherwise, WAXIE acknowledges and agrees to all other aspects of Tab 2.

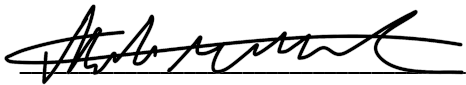
National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: April 11, 2016

Vendor: WAXIE Sanitary Supply

Name: Mike Muscara

Title: Corporate Accounts Director

Address: 9353 Waxie Way

San Diego, CA 92123

Signature: 

Date: March 28, 2016

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

➤ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.
- ❖ Pricing and any additional transportation charges are described completely in the General Terms and Conditions section of Tab 1 and in Tab 7

X **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

X **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| ☒ American Samoa | ☒ Northern Marina Islands |
| ☒ Federated States of Micronesia | ☒ Puerto Rico |
| ☒ Guam | ☒ S. Virgin Islands |
| ☒ Midway Islands | |

Please reference our pricing and delivery program in the Pricing section of Tab 1 and in Tab 7.

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

- Please note that WAXIE is not a Minority and Women Owned Business Enterprise. Since many Public Sector agencies require or prefer to work through a disadvantaged business partner, WAXIE has developed a network reputable small disadvantaged businesses that we are authorizing to support the contract through sales, customer service, and other commercially useful functions. The current list of such companies can be found in the Authorized Distributors section of Tab 1 in this response, including the Minority and Women Owned businesses MANS, Inc., Sustain One, and DID, Inc.

◆ **Residency**

- Responding Company's principal place of business is in the city of San Diego, State of CA
- Felony Conviction Notice
- Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable. Is
 - ☒ not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

- | | |
|--|--|
| ☐ Manufacturer Direct | ☐ Certified education/government reseller |
| ☒ Authorized Distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other: _____ |

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Sales Reports: Jorge Vazquez / Accounts Payable: Aldo Preciado

Title: Jorge - Sales Analyst / Aldo - Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 648/ x 649 Email: jvazquez@waxie.com/apreciado@waxie.com

▪ Purchase Orders

Contact Person: Aldo Preciado

Title: Market Segment Specialist

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: 800/544-8054 x 649 Email: apreciado@waxie.com

▪ Sales and Marketing

Contact Person: Mike Muscara

Title: Corporate Account Director

Company: WAXIE Sanitary Supply

Address: 9353 Waxie Way

City: San Diego State: CA Zip: 92123

Phone: Office: 800/292-9437 x641; Cell: 480/213-1789

Email: mmuscara@waxie.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

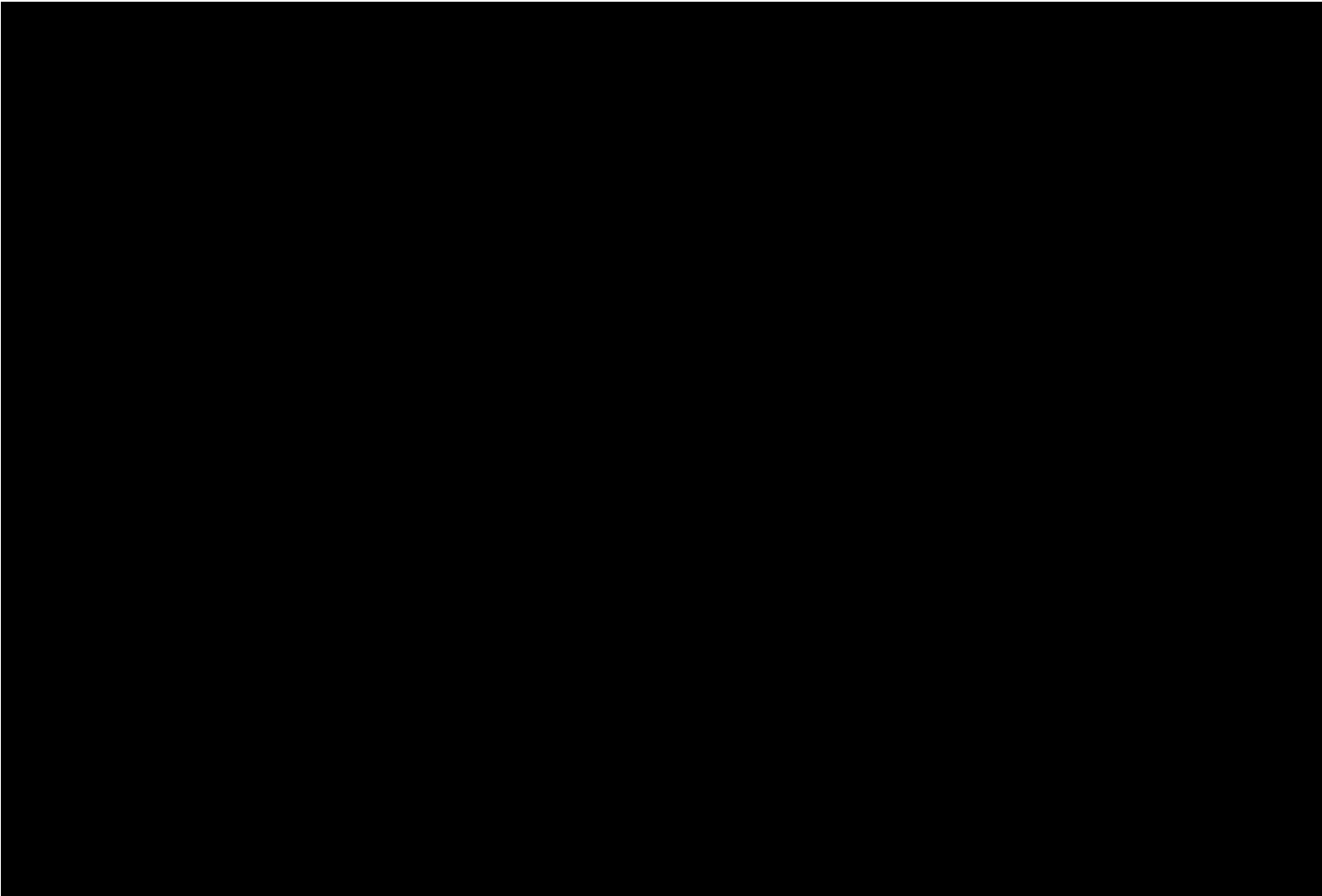
☒ Yes ☐ No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No



Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
 - Our legally registered name is Waxie's Enterprises, Inc.
- ◆ Brief history of your company, including the year it was established.
 - ❖ Founded in 1945, WAXIE Sanitary Supply is a 71-year-old, privately held, family owned company with a proud history of honoring our clients, communities, and family values. This attitude is embodied in our company motto: **"The Most Trusted Name In Clean. Since 1945."** WAXIE has long been focused on our customers and prides ourselves on helping businesses keep their facilities cleaner, healthier, greener and safer. We are passionate about what we do and committed to delivering that passion to our customers.
 - WAXIE is among the largest distributors of sanitary supplies and equipment in the Western USA and is one of the largest family owned distributors in the nation. We differentiate ourselves by having orders delivered on time, at the right price, with exceptional customer service. We are here to listen to our clients and respond to their needs. Our average fill rate on orders is 97%.
 - For the past 7 decades, WAXIE has remained the industry leader in the distribution of quality institutional supplies to the Public Sector, commercial, industrial, and contractor markets in the United States and abroad.
- ◆ Company's Dun & Bradstreet (D&B) number.
 - ❖ 02-914-2577
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
 - ❖ Please see **Exhibit A** for an organizational charts of WAXIE individuals to be involved in this contract. We have included our corporate and operational zone organizational charts.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - ❖ WAXIE's corporate office is located in San Diego, CA. Additionally, we have (21) twenty-one sales and services offices located throughout Alaska, Arizona, California, Colorado, Idaho, Nevada, Oregon, Utah, and Washington.
 - List the names of key contacts at each with title, address, phone and e-mail address.
 - ❖ Please see **Exhibit B** for a listing of all of our office locations and the key contact information for each.
- ◆ Define your standard terms of payment.
 - ❖ WAXIE's standard payment terms are Net 30.

◆ Who is your competition in the marketplace?

❖ Our competition includes the following:

W.W. Grainger, Inc.
Staples, Inc.
Office Depot, Inc.
MSC Corp.
Fastenal
Veritiv Corp.
W.B. Mason, Inc.
Woolsley, Inc.

◆ What differentiates your company from competitors?

- ❖ WAXIE, a relatively small company, has been able to set standards for sustainable supply chain development in the institutional supply segment for Public Sector contracts. Through the creative use of discounting and programs that encourage customers to change procurement process behavior, WAXIE has contributed to the greening of the supply chain since 2004. Those same sustainability principles are currently applied through all of the categories we can source. We are able to accomplish this by creating specific programs that match the needs of individual customers, under the umbrella of our national group purchasing contracts.

Through negotiated Supplemental Agreements WAXIE encourages sustainability enhancing behaviors from our contract customers such as:

- Full electronic commerce with order to invoice;
- Automated payment handled electronically with no exchange of paper invoices or checks;
- Increases in order size through order volume discounting;
- Purchase of third party verified green products whenever possible;
- Participation in a complete Deliver Clean Savings account audit that brings substantial supply chain savings;
- Drop shipment large volume orders for many products.

All of these programs allow us to reduce our operating costs and the impact on the environment of contract fulfillment, and pass those savings along to our contract customers.

- ◆ Describe how your company will market this contract if awarded.
- ❖ Marketing Initiatives – WAXIE, Brighton Cromwell, our Disadvantaged Business partners, and our manufacturers will do the following to market the Region14/NCPA contract nationally:

WAXIE

- Our sales force of over 200 will be trained in all features and benefits of the contract and will bring the contract to all available Public Sector entities eligible for its use as our first option.
- WAXIE's teleservice sales force will also be trained and will be marketing the contract to Public Sector agencies throughout the United States.
- WAXIE will feature the NCPA contract at all of the trade shows we attend including NIGP nationally, state wide ASBO's, statewide purchasing groups like CAPPO in CA, Corrections Industries, NASPO, and many others.
- WAXIE will transmit contract information regularly to both current and prospective customers via a robust email marketing campaign.

Brighton Cromwell

- Brighton Cromwell will educate its internal telesales and external sales force on the features and benefits of the contract and use the contract as its first choice for nonfederal Public Sector opportunities.
- Brighton Cromwell will coordinate both email and telemarketing outreach programs to prospective NCPA clients.
- Brighton Cromwell will communicate to all current customers through the contract web ordering portal www.waxiencpa.com.
- Brighton Cromwell will use SEO and related tools to include social media to identify, market to, and promote the use of the NCPA contract.

Disadvantaged Business affiliates – All of our participating customers provide additional exposure for the contract at trade shows and through their web sites.

- ◆ Describe how you intend to introduce NCPA to your company.
- ❖ WAXIE enjoys an existing contract with Region 14 ESC and NCPA; our sales force is very aware of the strength of that contract. The new contract information will be communicated at sales meetings at every branch office of WAXIE and Brighton Cromwell. In addition, a detailed SOP Manual will be created for the new contract and placed in an online reference area that all Sales and Operations personnel can access. On our website www.waxie.com, a new contract page with all information necessary for current and prospective customers will be posted within thirty (30) days of award.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ❖ The WAXIE/Brighton Cromwell ecommerce platform is a proven, tested application allowing users to access over 150,000 standard stocked, priced parts and to request price and availability for non-stocked items. The site (www.waxiencpa.com) houses dozens of commodity groups supporting fleet, facilities, food service, laundry, and office supply. The system is fully mobile enabled and has the following features:
 - User friendly/intuitive screen for ordering parts.
 - Fully "cloud" based solution with no software or firmware installation required.

- The ability to login remotely and to validate the user as an approved user.
 - The ability to search by part number and nomenclature or drill into commodities.
 - The ability to request pricing and availability for non-catalog items regardless of brand name or user location
 - The ability to create a multi-part order “cart” or a single line item order.
 - The ability to place orders for multiple product lines and commodities on one purchase order.
 - The ability to create orders from remote and mobile locations in real time.
 - A print option for all orders placed to include the PO#.
 - The ability to store and edit multiple “shopping carts” for future re-use/reorder.
 - The ability to update parts quantities up to the point of order confirmation.
 - The ability to run user purchase history reports online.
 - The ability to support multiple ship-to locations for an individual approved user.
 - The ability to assign individual approved users rights, restrictions, and roles.
 - Functionality to provide users ability to access status of all orders and deliveries.
 - Messaging capability to allow for approved users to communicate with customer service.
 - Live customer service and dedicated client support representatives.
 - On-line help/tutorial.
 - Print capability.
 - Daily data backup.
 - Program and database security IAW commercially accepted standards.
 - Off-site DPR and “hot site” dual capability is live as part of a disaster mitigation plan.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ❖ WAXIE employs over 50 Customer Service Representatives supporting over 200 sales professionals and all of our customers. Each of our 21 locations provides local customer service and our Home Office provides customer service to all of our GPO contract customers as well as our other corporate and strategic accounts.
- Hours of operation for customer service are 8am Eastern to 5pm Pacific. Customers may call in to 800/544-8054 x649 to contact Aldo Preciado, the primary contact for orders and service inquiries. Aldo can also be reached by email at apreciado@waxie.com.
- Additional customer service support is provided by Brighton Cromwell for any web related customer services issues or inquiries. Brighton Cromwell customer service is available between 6:00am to 4:00pm Pacific with on-call support available until 5:00pm Pacific. Dedicated customer service can be reached via email or by calling 973/252-4100.
- ◆ Green Initiatives
- As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ❖ WAXIE shares NCPA's and Region 14 ESC's emphasis on minimizing our impact on the Earth's climate as well as employing environmentally responsible practices. WAXIE is a leader in green and sustainable options for our partners. WAXIE is committed to being an industry leader in promoting responsible business practices that support sustainable communities that are secure, economically prosperous, environmentally responsible and healthy places in which to live and work. Sustainability has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life. Please see **Exhibit C** for our *Commitment to Sustainability* brochure.

WAXIE has led the development of sustainable supply chain contracts in the Public Sector since 2004 and we are recognized as a leader in both the sale of and development of green cleaning products as well as operating our company as environmentally appropriately as possible. Here are some of our initiatives:

- WAXIE has committed to building all new buildings to LEED Silver and has two new Regional Inventory Centers that are LEED Silver Certified, Salt Lake City, UT and Mesa, AZ. The WAXIE Livermore facility is currently seeking LEED-EB certification.
- WAXIE has converted our four California Regional Inventory Centers to LED lighting.
- Photovoltaic Solar Panels have been installed at all California locations. Other locations are being evaluated for solar power.
- WAXIE has purchased and operates several CNG powered delivery trucks. These trucks are being operated out of our Santa Ana, CA facility and the program will be expanded to other areas as CNG filling stations become more common.
- WAXIE has the largest selection of green cleaning products, sanitary paper, and hand care products in the US.
- WAXIE has introduced a new line of bio-based products under our brand.
- WAXIE is a member of the USGBC with ten LEED EB Accredited Professionals on staff.
- WAXIE recycles all of its corrugated card board, office paper, plastic wrap, and pallets at all of our facilities.
- Brighton Cromwell offers a full line of EPA approved Energy Star items. This includes lighting, power tools, appliances, HVAC items, plumbing supplies, building materials and more.
- Brighton Cromwell actively promotes brands such as GreenWorks, a line of energy efficient, chargeable outdoor power products.
- Brighton Cromwell participates in the "EnviroLink" program, with over 2,000 stocked items that save water, are energy efficient, are recyclable, conserve resources, or are Energy Star qualified.
- Brighton Cromwell is a leading provider of pre-packaged vehicle maintenance and repair kits which results in dramatically reduced packaging and environmental waste.
- Brighton Cromwell recycles all its corrugated card board, office paper, plastic wrap, and pallets at all of its facilities.

Over the past 12 years, WAXIE has developed a wealth of tools and initiatives to support a more environmentally sustainable portfolio of products and programs.

Our WAXIE GPS® Green Partner Support™ program is unparalleled in helping organizations reach their sustainability goals. This program and process allows WAXIE to determine customized needs in a balanced approach summarizing and measuring for management oversight; while still conducting site surveys and providing the right product mix for customer-facing operations. Please see **Exhibit D** for our *Green Partner Support* brochure.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
- ❖ Please see **Exhibit E** for a listing of our licenses and registrations.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

❖ Contract Category	Minimum Category Discount
Cleaning Supplies - Floor and carpet cleaning tools, window cleaning tools, general purpose cleaning tools and accessories.	30%
Cleaning Chemicals	30%
3M Cleaning Tools	15%
3M Diamond Grit Floor Pads	15%
Spartan Chemical	20%
Dilution Control Cleaning Chemical Systems	30%
Floor Finishes and Floor Sealers	40%
Wood Floor Cleaning and Maintenance Products	30%
Battery Operated Cleaning Equipment	18%
Cord electric Powered Equipment	28%
Gas, diesel and propane powered cleaning equipment	10%
Direct Wired Electrical Equipment	10%
Equipment Parts and Accessories	10%
Paper Products - Toilet Tissue, Paper Towels, Facial Tissues	50%
Plastic Can Liners	50%
Laundry Products	40%
Ware Washing Products	40%
Food Service Disposable Products	30%
Air Filters	12%
Appliances	10%
Automotive	12%
Building Materials	10%
Electrical Repairs and Equipment	15%
Electronics & Technology	11%
Farm & Ranch	12%
Fasteners	15%
Furniture	10%
General	7%
Hand Tools	11%
HVAC	10%
Lamps, Ballasts, Fixtures	15%
Lawn & Garden	10%
Material Handling	10%
Office Supplies	10%
Paint and Accessories	7%

Plumbing	15%
Pneumatic Tools	7%
Power Tools & Accessories	7%
Safety & Security	12%
Welding and Soldering	8%

WAXIE understands and acknowledges the requirements in Tab 5. We have substituted our products and services categories for the sample categories that appeared on the original RFP. WAXIE will add categories beyond those listed above as they become available.

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume
- Please see **Exhibit F** for a comprehensive list of WAXIE’s customer references.

WAXIE acknowledges and understands the quantity and range of references being requested in Tab 6. We are confident the quantity, quality, and range of government entity groups provided in Exhibit E will not only satisfy but exceed this requirement.

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
 - Please see **Exhibit J** of our electronic submission for our complete price list.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

As indicated in the General Terms and Conditions of Tab 1, WAXIE offers the following policies with regard to pricing:

- ❖ WAXIE Sanitary Supply is offering the following price and delivery program:
 - Within WAXIE Sanitary Supply's normal company owned truck delivery zones, all orders are delivered with no minimum order and no freight charges.
 - Outside of WAXIE Sanitary Supply's normal company truck delivery zones, all orders shall have a no minimum and shall be delivered on a freight prepay and add basis.

The same pricing and delivery parameters shall prevail for any subcontractors WAXIE utilizes for contract fulfillment in states where we do not operate.

Special Pricing and Delivery Terms:

Alaska

WAXIE Sanitary Supply operates in the State of Alaska. Due to Alaska's extraordinary environment and the distances and expense required to operate in Alaska, the following terms shall apply.

A twenty-nine (29) cent per pound additional charge shall be added to all prices quoted for the

continental U.S. for delivery in WAXIE Sanitary Supply's normal delivery area in Anchorage and Fairbanks.

Outside of WAXIE Sanitary Supply's normal truck delivery area in Anchorage and Fairbanks, the Alaska price plus freight on a prepay and add basis.

Delivery to remote areas is on an availability of transportation basis. Some areas have no deliveries in the winter months.

Hawaii, Puerto Rico and US Territories

All orders outside contiguous United States and Alaska will be charged contract price plus actual freight.

WAXIE prices are based on a category minimum discount off list price. WAXIE prices are based on a minimum discount by category. Each line item is individually priced at or below the category discount percentage. This allows WAXIE to provide the best pricing for each line item and increases the contract's value to the end user.

List prices are based on manufacturers' or Master Distributors' list price in effect on April 1, 2016 or WAXIE list price effective on March 1, 2016. WAXIE publishes list prices on the first of each month. March 1, 2016 WAXIE Price Pages will be provided upon request. Category discounts are included on our price spreadsheet.

WAXIE acknowledges and understands the pricing requirements as delineated in Tab 7.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
- WAXIE adds value to our partnerships in numerous ways, Including but limited to the following:
 - WAXIE Deliver Clean Savings (DCS®)
 - WAXIE Green Partner Support (GPS®)
 - WAXIE Web Based Training
 - WAXIE Onsite Training
 - WAXIE Specialists
 - Brighton Cromwell “Spot Buy” Functionality
 - Dedicated Customer Support

WAXIE Deliver Clean Savings

Qualifying customers can take advantage of WAXIE’s premier consulting service for supply chain analysis. To qualify, customers must agree to purchase their supplies from WAXIE through the NCPA contract and participate fully in the survey process. The program requires participation by procurement as well as all necessary operating departments. Cost reductions of 20-25% hard costs are a common result. Please see **Exhibit G** for the WAXIE DCS Brochure for Higher Education and a sample DCS power point presentation.

WAXIE Green Partner Support

Customers that are interested in working with WAXIE to investigate all areas of sustainability in their buildings can utilize WAXIE’s GPS program. The program is designed to survey and recommend product and process changes that have a lasting positive effect on the environment. The program allows for tracking green product spend as well as employee training on the proper products and processes to reduce the overall impact on the environment of cleaning operations. Please see **Exhibit H** for our GPS program brochure along with a sample outcome.

WAXIE Web Based Training

WAXIE’s online training provides basic custodial operations training and testing online. The program allows supervisors to track and archive employee performance. All modules are available in English and Spanish. Please see **Exhibit I** for WAXIE’s online training brochure.

WAXIE Onsite training

Customers can receive customized training programs onsite through WAXIE’s over 200 sales professionals and through our manufacturer’s representatives and their training staffs.

WAXIE Specialists

WAXIE offers the most knowledgeable and well trained consulting capacity of any facility supply company. WAXIE employs Equipment and Chemical Specialists at all our locations to provide answers and best practices with regard to utilization and efficacy of the equipment and chemical products we sell.

Brighton Cromwell “Spot Buy” Functionality

Customers can inquire about pricing and availability for virtually any item within the contract scope. Brighton Cromwell is not restricted in its product offering by geographic or product boundaries. As sourcing and procurement professionals Brighton Cromwell is able to provide product well outside of its standard, stocked items and supply chain.

Dedicated Customer Support

Customers can access dedicated contract specific customer service professionals. These individuals are able to respond to any and all questions or concerns related to the website (www.waxiencpa.com), product scope, spot buys, or order status.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

WAXIE acknowledges and understands and is please to sign all documents contained in Tab 9.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>WAXIE Sanitary Supply</u>
Print Name	<u>Mike Muscara</u>
Address	<u>9353 Waxie Way</u>
City, Sate, Zip	<u>San Diego, CA 92123</u>
Authorized signature	<u></u>
Date	<u>March 28. 2016</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature 

Date March 28, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	WAXIE Sanitary Supply
Address	9353 Waxie Way
City/State/Zip	San Diego, CA 92123
Telephone No.	Office: 800/292-9437 x641; Cell: 480/213-1709
Fax No.	619/615-2150
Email address	mmuscara@waxie.com
Printed name	Mike Muscara
Position with company	Corporate Account Director
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No. Cities, Towns, Villages and Boroughs in Oregon			
		54	CITY OF MOSIER
		55	CITY OF NEWBERG
1	CEDAR MILL COMMUNITY LIBRARY	56	CITY OF NORTH PLAINS
2	CITY COUNTY INSURANCE SERVICES	57	CITY OF OREGON CITY
3	CITY OF ADAIR VILLAGE	58	CITY OF PHOENIX
4	CITY OF ALBANY	59	CITY OF PILOT ROCK
5	CITY OF ASHLAND	60	CITY OF PORT ORFORD
6	CITY OF ASTORIA OREGON	61	CITY OF PORTLAND
7	CITY OF AUMSVILLE	62	CITY OF POWERS
8	CITY OF AURORA	63	CITY OF REDMOND
9	CITY OF BEAVERTON	64	CITY OF REEDSPORT
10	CITY OF BOARDMAN	65	CITY OF RIDDLE
11	CITY OF BURNS	66	CITY OF SALEM
12	CITY OF CANBY	67	CITY OF SANDY
13	CITY OF CANNON BEACH OR	68	CITY OF SANDY
14	CITY OF CANYONVILLE	69	CITY OF SCAPPOOSE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	70	CITY OF SEASIDE
16	CITY OF CLATSKANIE	71	CITY OF SHADY COVE
17	CITY OF COBURG	72	CITY OF SHERWOOD
18	CITY OF CONDON	73	CITY OF SPRINGFIELD
19	CITY OF COOS BAY	74	CITY OF ST. PAUL
20	CITY OF CORVALLIS	75	CITY OF STAYTON
21	CITY OF COTTAGE GROVE	76	CITY OF TIGARD, OREGON
22	CITY OF CRESWELL	77	CITY OF TUALATIN, OREGON
23	CITY OF DALLAS	78	CITY OF WARRENTON
24	CITY OF DAMASCUS	79	CITY OF WEST LINN/PARKS
25	CITY OF DUNDEE	80	CITY OF WILSONVILLE
26	CITY OF EAGLE POINT	81	CITY OF WINSTON
27	CITY OF ECHO	82	CITY OF WOOD VILLAGE
28	CITY OF ESTACADA	83	CITY OF WOODBURN
29	CITY OF EUGENE	84	CITY OF YACHATS
30	CITY OF FAIRVIEW	85	FLORENCE AREA CHAMBER OF COMMERCE
31	CITY OF FALLS CITY	86	GASTON RURAL FIRE DEPARTMENT
32	CITY OF GATES	87	GLADSTONE POLICE DEPARTMENT
33	CITY OF GEARHART	88	HOUSING AUTHORITY OF THE CITY OF SALEM
34	CITY OF GERVAIS	89	KEIZER POLICE DEPARTMENT
35	CITY OF GOLD HILL	90	LEAGUE OF OREGON CITIES
36	CITY OF GRANTS PASS	91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
37	CITY OF GRESHAM	92	METRO
38	CITY OF HAPPY VALLEY	93	MONMOUTH - INDEPENDENCE NETWORK
39	CITY OF HILLSBORO	94	PORTLAND DEVELOPMENT COMMISSION
40	CITY OF HOOD RIVER	95	RAINIER POLICE DEPARTMENT
41	CITY OF JOHN DAY	96	RIVERGROVE WATER DISTRICT
42	CITY OF KLAMATH FALLS	97	SUNSET EMPIRE PARK AND RECREATION
43	CITY OF LA GRANDE	98	THE NEWPORT PARK AND RECREATION CENTER
44	CITY OF LAKE OSWEGO	99	TILLAMOOK PEOPLES UTILITY DISTRICT
45	CITY OF LAKESIDE	100	TUALATIN VALLEY FIRE & RESCUE
46	CITY OF LEBANON	101	WEST VALLEY HOUSING AUTHORITY
47	CITY OF MALIN		
48	CITY OF MCMINNVILLE	No.	Counties and Parishes
49	CITY OF MEDFORD	1	ASSOCIATION OF OREGON COUNTIES
50	CITY OF MILL CITY	2	BENTON COUNTY
51	CITY OF MILLERSBURG	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
52	CITY OF MILWAUKIE	4	CLATSOP COUNTY
53	CITY OF MORO	5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT

8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GILLIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GILLIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANBY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LAKE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY , SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE N CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
No.	Higher Education	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEKETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARYLHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - SCIO SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JR/SR HIGH SCHOOL
27	UMPQUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MEDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
No.	K - 12	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROWESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLISCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHASCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLLSCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRAHEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCES CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPELEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/JURRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARCENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		

231 TRILLIUM FAMILY SERVICES, INC.
 232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
 233 UNION GOSPEL MISSION
 234 UNITED CEREBRAL PALSY OF OR AND SW WA
 235 UNITED WAY OF THE COLUMBIA WILLAMETTE
 236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
 237 US FISH AND WILDLIFE SERVICE
 238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD

9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION

EXHIBIT “C”

WAXIE Authorization Email

From: [Coiner, James](#)
To: [Lucero, Alexis](#); [Alcantar, Maria](#)
Subject: FW: [External Email] Waxie Email Authorization
Date: Tuesday, August 8, 2023 7:49:20 AM
Attachments: [image002.png](#)
[image003.png](#)

Good morning, ladies, below is an email from Waxie accepting the terms of the contract.

Best,

James Coiner

From: Guy Fiandaca <gfiandaca@waxie.com>
Sent: Tuesday, August 8, 2023 7:47 AM
To: Coiner, James <JCoiner@montebelloca.gov>
Subject: RE: [External Email] Waxie Email Authorization

James,

Good morning and I hope your Monday went well.

On behalf of WAXIE Sanitary Supply, we accept the terms below, 3 years + 2 option years, (total of a 5-year contract).

We look forward to servicing the City of Montebello for the next fiscal year and we ensure that we will do our best to deliver outstanding results.

Thank you very much for this opportunity and have a great week.

It is WAXIE's goal to ensure supplies are delivered to facilities where they are needed most in order to protect public health and minimize the risk of outbreak. To attain this goal, sales of high demand products related to COVID-19 will not be eligible for return to WAXIE. Due to current market conditions, pricing for disposable gloves is not guaranteed and may adjust at time of shipment. Thank you for your patience and understanding.

[Click here for information, resources, products and solutions to fight COVID-19.](#)

[Click here to learn about the Global Supply Chain Impacts of COVID-19.](#)

Guy Fiandaca | Account Executive
Office: (714) 545-8441 ext.511 / Cell: (909) 938-9416 / Fax: (714) 545-6870
gfiandaca@waxie.com | www.waxie.com

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CALIFORNIA | ARIZONA | NEVADA | UTAH | COLORADO | WASHINGTON | OREGON | IDAHO | ALASKA



From: Coiner, James <JCoiner@montebelloca.gov>

Sent: Monday, August 7, 2023 5:22 PM

To: Guy Fiandaca <gfiandaca@waxie.com>

Subject: Waxie Email Authorization

ALERT: This message originated outside of Envoy Solutions' network. **BE CAUTIOUS** before clicking any link or attachment

Hello Guy,

Can you please send me an email with the following authorization:

Waxie is ok with a 3-year + 2 option year (total of 5-year contract); we need a current approval email authorizing a fiscal year (FY 2023-24).



James Coiner

Deputy Director Public Works

Public Works Department

984 Via San Clemente

Montebello, CA 90640

p: 323-887-1200 x378

e: jcoiner@montebelloca.gov



ITEM # 15

**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: September 13, 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, at a Special Meeting on July 20, 2023, and at a regular meeting on August 9, 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. This item was presented at the August 9, 2023 meeting, at which time City Council deferred action and provided direction to Staff to bring the item back at the first meeting in September in order to provide Staff more time to present additional information surrounding the estimated costs of adding eighteen (18.0) Firefighter/Paramedics.

The annual fully-burdened rate (i.e., salary, special pays, benefits, etc.) for a newly hired Firefighter/Paramedic at Step 1 of the range is approximately \$102,000. The addition of

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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eighteen "Firefighter/Paramedics" would cost approximately \$1.9 million annually assuming all positions were filled. Currently, the Fire Department has sufficient staff in the "Firefighter/Paramedic" classification to begin implementing the "EMS/Squad" staffing model.

The annual, fully-burdened cost of adding 18.0 Full-Time Equivalent (FTE) Firefighter/Paramedics is estimated to be \$1.9 million. At the August 9 meeting, it was pointed out that information available on "Transparent California" -- self-described as California's largest public pay and pension database -- indicated this \$1.9 million estimate might not be "accurate." Estimating the fully-burdened cost of adding 18.0 FTE is part art, part science, and involves a wide range of assumptions. It is important to point out several factors about the data available on "Transparent California" that minimize its suitability for estimating actual costs of adding positions:

- "Total Pay and Benefits" data on "Transparent California" includes overtime pay, leave payouts (e.g., holiday, vacation, etc. allowed per approved MOUs), health and related benefit costs, and pension (i.e., PERS) expenses
- The majority of current Montebello Fire Department safety employees qualify for various special pays such as longevity and education incentives that new hires would not immediately qualify for upon hiring
- The higher base pay of veteran Firefighter personnel impacts such things as overtime, longevity, leave pay outs, etc., which translates into higher "Total Pay and Benefits" amounts found for these employees on "Transparent California"

These and other factors lead to the "Total Pay and Benefits" data found on "Transparent California" being much higher than what would be representative of the fully burdened cost of a "new hire." Veteran employees earn a higher base pay than a newly hired Firefighter (i.e., they are at a higher step in their respective pay range). This higher base pay impacts all other pays calculated on the hourly rate: overtime, longevity, leave payouts, etc. In other words, a 10-plus year Firefighter/Paramedic veteran employee vs. a newly hired Firefighter/Paramedic would look much different on the "Transparent California" website. The veteran employee's "Total Pay and Benefits" would be markedly higher due to the compounding effect of the higher hourly base pay -- which impacts everything from overtime pay, special pays such as longevity and leave pay-out amounts.

Moreover, any employee hired since 2013 who is new to a PERS employer falls under Public Employees' Pension Reform Act (PEPRA) to determine retirement benefits. "Classic" PERS safety employees -- those with service pre-dating 2013, can retire as early as age 50, under the "3% @ 50" formula. PEPRA safety employees cannot retire until 57, and have a less generous retirement formula of "2.7% @ 57." This is a considerable difference to the defined benefit retirement formula, and makes PEPRA employees much more cost effective to the employer. That is, "2.7% @ 57" costs less to fund than the Classic formula of "3% @ 50." This is another reason why -- when analyzing the \$1.9 million fully burdened cost of 18.0 FTE -- newly hired Firefighter/Paramedics cost less than their veteran counterparts. Moreover, the \$1.9 million cost estimated was calculated assuming all new hires would be PEPRA

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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employees -- a very safe assumption confirmed by the fact that 65% of current Fire Department employees are PEPRA.

Another factor to consider in attempting to estimate the total, annual cost of 18.0 additional FTE, is the current number of vacancies in the Fire Department. As of the publication of this agenda report, there are fifteen (15.0) vacancies across the ranks of Firefighter/Paramedic, Fire Engineer and Fire Captain. Adding the 18.0 new FTE would increase full-time vacancies within the safety ranks of the Department to 33.0. Human Resources manages the recruitment, screening and backgrounding of Fire employees, a process that can take up to six months per employee given the extensive amount of work involved in filling these important first-responder positions. Human Resources estimates they can fill approximately nine (9.0) vacancies in the Fire Department annually. Assuming there are no additional vacancies, it would take almost four years to fill the 33.0 vacancies. Once retirements and separations are factored in -- which continually add vacancies in the Department -- it could take five or more years to be fully staffed. This is similar to the vacancy situation in the Police Department in that there are full-time positions included in the organizational chart, although vacancies resulting from attrition are not predictable.

This natural pace of attrition and filling of vacancies ultimately impacts the annual total salary and benefits expenses in the Fire Department. Blending in the hiring of new employees at Step 1 of the salary scale who do not accrue certain special pays such as longevity or certificate incentives, and whose pension related expenses are much less than Classic PERS employees, it becomes clear that the \$1.9 million annual cost estimate for 18.0 FTE is sufficient if the Department ever reached a "zero vacancy" state.

While full-time salaries and associated special pays will increase as vacancies are filled and new positions are added, overtime will be reduced. Overtime fluctuates with the number of vacancies, and trends inverse to the number of vacancies. Therefore, as the 15.0 current vacancies are filled, overtime expenses will be reduced, helping to offset the increase to full-time salaries and benefits. The estimated \$1.9 million cost for 18.0 FTE would be offset somewhat through the reduction in overtime. As stated in previous presentations, staff overtime burnout is a safety concern and adding additional staff to address this is critical to the health and physical wellness of the veteran firefighters. Moreover, newly hired Fire personnel -- who would be at Step 1 of the salary range -- have lower overtime costs than longer-serving veteran employees who earn a higher base wage.

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 (basic level). Moreover, given the necessity of a phased approach to implementing the staffing plan, the current salary and benefit budget will be sufficient. 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, taking into consideration the myriad factors presented in the preceding paragraphs that impact attrition, hiring and the overall

vacancy rate in the Department.

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. This item was presented at the August 9, 2023 meeting, at which time City Council deferred action and provided direction to Staff to bring the item back at the first meeting in September in order to provide Staff more time to present additional information surrounding the estimated costs of adding eighteen (18.0) Firefighter/Paramedics.

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., 18.0 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 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.

The agenda report from August 9 has been updated to provide additional information surrounding the estimated cost of adding 18.0 FTE. The "Fiscal Impact" section of this report contains that additional information.

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" classification to the existing "Firefighter/Paramedic" classification currently identified as Firefighter on the 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 actions as a separate item.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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The Fire Department's focus is hiring to fill vacancies in the Firefighter/EMT ranks. On-going recruitments are active for Firefighter/Paramedics, Firefighter/EMTs and 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 of entry level 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 and meet future demand for fire services resulting from increased housing and population growth (residential, commercial, visitors).

SUMMARY:

Staff is implementing the updated Emergency Medical Services (EMS) response model per City Council direction by adding eighteen (18.0) FTE "Firefighter/Paramedic" positions to the Table of Organization/Master Position Control. 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 if zero vacancy is estimated to be achieved in the current fiscal year. Additional revenues are expected to offset the additional operational costs once the City implements ambulance services (transportation rights) in 2027. The bid for transportation rights is estimated to occur in 2025, and additional revenues should be derived from insurance reimbursements as part of the ambulance services program.

ATTACHMENT(S)

1. ATTACHMENT A - Master Position Control, 09_13_2023

NEXT STEPS:

N/A



City of Montebello
Fiscal Year 2023-24 Budget
Master Position Control, by Department

ATTACHMENT A

*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
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	0.0	-1.0
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	10.0	-1.0

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
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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	580.0	17.0
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Total Full-Time Employees Net Elected	493.0	536.0	540.0	556.0	573.0	17.0
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	FY 2021-22	FY 2022-23 ADOPTED	FY 2022-23 AMENDED	FY 2023-24 PROPOSED	FY 2023-24 PROPOSED	Variance
Administration	8.0	9.0	11.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	20.0	0.0
Finance	21.0	22.0	22.0	24.0	24.0	0.0
Fire	76.0	76.0	76.0	80.0	98.0	18.0
Human Resources*	14.0	16.0	18.0	15.0	15.0	0.0
Parks and Recreation	21.0	11.0	11.0	12.0	12.0	0.0
Police	103.0	103.0	103.0	107.0	107.0	0.0
Public Works	25.0	45.0	45.0	46.0	46.0	0.0
Public Affairs-Information Technology*	0.0	0.0	0.0	11.0	10.0	-1.0
Transit	204.0	234.0	234.0	233.0	233.0	0.0
	493.0	536.0	540.0	556.0	573.0	17.0



ITEM # 16

**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: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4163 WITH JACOB GREEN & ASSOCIATES (RFP 23-10) TO PREPARE A LOCAL HAZARD MITIGATION PLAN

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4163 with Jacob Green & Associates to prepare a Local Hazard Mitigation Plan (LHMP); and
2. Authorize the Acting City Manager to execute an Agreement on behalf of the City: and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$85,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Fire Administration, Other Professional Services); and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On May 15, 2023, the City issued a Request for Proposal (RFP) to find a qualified firm to assist Staff with updating and preparing a Local Hazard Mitigation Plan (LHMP) for adoption by the Federal Emergency Management Agency (FEMA). Through a competitive Request for Proposals (RFP) process (see "Background/Discussion" section below for detailed information on the selection and evaluation process), Jacob Green and Associates (JGA) was chosen to provide consulting services to assist Staff with updating and preparing a Local Hazard Mitigation Plan (LHMP).

The total all-inclusive contract amount is a not-to-exceed \$84,990, which encompasses all the necessary tasks, deliverables, and expenses associated with successfully completing the Hazard Mitigation Plan. Staff are recommending an increase in appropriations for contract services to enter into an agreement with Jacob Green & Associates by amending the Fiscal Year 2023-24 budget by \$85,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Fire Administration, Other Professional Services).

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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The California Governor's Office of Emergency Services (Cal OES), currently has a grant opportunity that could provide funding for all work associated with the preparation of the LHMP. The City could potentially receive \$150,000 in CalOES grant funding to update the Local Hazard Mitigation Plan and an additional \$50,000 in Prepare California Match funding.

At this point, Staff has not submitted the grant applications, and therefore it is necessary to move forward with amending the FY 2023-24 budget by increasing General Fund appropriations. Should the City be successful in receiving a grant award, all expenses incurred related to updating the LHMP will be recorded against the grant funds, relieving the General Fund of those expenses. Subsequent City Council action to appropriate the grant award funds -- assuming the City is successful in its application -- will be necessary, and Staff will bring appropriate agenda item action at a future date.

BACKGROUND/DISCUSSION:

On May 15, 2023, the City issued a Request for Proposal (RFP) to find a qualified firm to assist City staff with updating and preparing a Local Hazard Mitigation Plan (LHMP) for adoption by the Federal Emergency Management Agency (FEMA). Through a competitive Request for Proposals (RFP) process (Attachment A), Jacob Green and Associates (JGA) was chosen to provide consulting services to assist staff with updating and preparing a Local Hazard Mitigation Plan (LHMP). A total of nine (9) proposals were received, and each one was scored by an inter-departmental review group of staff from the Fire and Community Development Departments. Each proposal was scored using six (6) different criteria:

- Project Approach: 25 points
- Professional Experience; 25 points
- Capacity of Complete Project: 15 points
- Budget (cost): 15 points
- References: 10 points
- Local Knowledge/Background: 10 points

The consultants are listed below, ranked in order of proposal score:

Jacob Green	92.50
Integrated Solutions	91.50
Interwest	88.25
Witt O'Brien	80.00
Maher Group	79.75
Innovative	78.75
Resiliency	77.50
Nebula	76.00
Universal	70.25

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The Local Hazard Mitigation Plan (LHMP) update will execute a more robust risk assessment and create mitigation strategies for multi-hazards, including the impact of climate change. The City's Fire Department will coordinate updating of the LHMP and assemble a Local Planning Team (LPT) comprised of representatives from various City departments as well as community stakeholders. All relevant stakeholders will be invited into the planning process, as the LPT is designed to ensure community involvement. This involvement includes ensuring all documents are available in multiple languages (e.g., Spanish, Armenian, etc.) and that translation services are made available at community meetings. The Assistant Fire Chief will serve as Project Manager for this project, lead the LPT, coordinate the Scope of Work (SOW), ensure good communication and manage overall logistics to ensure the project remains on schedule and within budget.

The LHMP is a living document, actively shifting with the community's needs and with new data and events. Having City employees from various City departments on the LPT provides opportunities to choose and implement mitigation activities across all levels of government. The Consultant will engage with City staff and community stakeholders using the four-step process developed by FEMA. This process involves 1) organizing the planning process and resources, 2) assessing risks and capabilities, 3) developing a mitigation strategy, and 4) adopting and implementing the plan.

With assistance from the consultant, the City will submit proof of adoption to FEMA for final approval of the City of Montebello LHMP Update. The updated plan will be incorporated into the Safety Element of the City's General Plan in compliance with AB 2140. With the Plan Update, Montebello will make its community safer by identifying resources and strategies for risk reduction and guiding mitigation activity coordination throughout the City, focusing on vulnerable, under-served community members to create equitable outcomes.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the Acting City Manager to enter into a Professional Services Agreement with Jacob Green & Associates for consulting services to assist with updating and preparing a Local Hazard Mitigation Plan (LHMP) for adoption by the Federal Emergency Management Agency (FEMA), and Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$85,000 in Account No. 100-85-850-6040.95 (General Fund, Fire, Fire Administration, Other Professional Services). Staff are pursuing grant opportunities from CalOES that would offset any General Fund expenditures. Should the City be successful in the grant award process, Staff will return with City Council action to appropriate the grant funds.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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ATTACHMENT(S)

1. ATTACHMENT A - Agr No. 4163 - Jacob Green and Associates (DRAFT)

NEXT STEPS:

N/A

ATTACHMENT A

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4136 WITH JACOB GREEN AND ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 13, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Jacob Green and Associates (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 _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

- a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:
 1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
 2. RFP No. _____
 3. Proposal referenced and Best Final Offer received by the successful proposer.
 4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.
- b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the Request for Proposals for consulting services to assist staff with updating and preparing a Local Hazard Mitigation Plan in the City of Montebello

PROFESSIONAL SERVICES AGREEMENT NO. 4136

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(insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").
- c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall 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 X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office

PROFESSIONAL SERVICES AGREEMENT NO. 4136

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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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 11. INDEPENDENT CONSULTANT.

- a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The

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

- b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:
- City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]
- Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.
- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
- h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced

with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200
 Email: [ENTER EMAIL ADDRESS]

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With a copy to: City of Montebello – Fire Department
Attn: Fernando Pelaez, Fire Chief
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558 -1625 ext.
Email: fpelaez@montebelloca.gov

If to Consultant: Jacob Green and Associates
Attn: _____
Address _____
City, CA #####
(###) ###-####
Email _____

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.

PROFESSIONAL SERVICES AGREEMENT NO. 4136

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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]

SAMPLE

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

JACOB GREEN AND ASSOCIATES

Arlene Salazar, Acting City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

SAMPLE



ITEM # 17

**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: APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) 24 – 5 FOR PUBLIC SAFETY VIDEO CAMERA SYSTEM UPGRADES

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuing a Request for Proposals No. 24-5 (RFP) for Public Safety Video Camera Systems Upgrades; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing an RFP does not have a direct cost associated at this time. Once the selection has been complete, staff will return to request City Council approval of a professional services agreement per the Montebello Municipal 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.

BACKGROUND/DISCUSSION:

Through issuance of Request for Proposals 24-5 (Attachment A), the City will choose a vendor to provide the necessary items and services to upgrade/replace the existing video security system. Currently, the City has a very antiquated video security system installed at various buildings and facilities. The system was initially installed as a method to enhance safety for visitors and employees by acting as a crime deterrent, providing situational awareness for security personnel and law enforcement responding to incidents, and to provide evidentiary video if an incident occurs.

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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The current video camera system lacks modern features such as high-resolution video quality, remote monitoring, advanced analytics, and has inadequate storage of data and information, which are crucial for effective surveillance and incident prevention. Moreover, there are certain Federal law enforcement requirements which the camera system upgrade will meet, ensuring the City is complying with Federal regulations.

In addition to age, the current solution is comprised of multiple disjointed systems at various locations and facilities. The hardware and software vary in brand, technology, capacity, and capability. The City wishes to create a unified, centralized system that is capable of future expansion. Furthermore, the City is seeking on-going support services to ensure staff is trained in how to properly operate the system and for maintenance and repair services.

The project will be broken into several phases, which will eventually install/upgrade a total of fifty-three (53) cameras in locations inside and outside of the Police Department, City Hall and adjacent parking lots. Required network equipment will be installed, as well as required software and training are required components of the project. These video camera upgrades are essential to enhance public safety, improve law enforcement capabilities, and ensure the security of the community.

Additional details about the Scope of Work, project scope and related project details are included in the RFP document attached to this agenda report (Attachment A). It is requested that the City Council authorize issuing an RFP for Public Safety Video Camera Systems Upgrades for the Police Department (RFP 24 - 5).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council authorize the issuance of an RFP for Public Safety Video Camera Systems Upgrade (RFP 24-5).

ATTACHMENT(S)

1. ATTACHMENT A - RFP 24-5 - City Video Camera System Upgrade (Draft)

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 5

Video Camera System Upgrade Project

Release Date: Friday, September 15, 2023

**Mandatory Site Walk: Tuesday, October 3, 2023,
at 10 a.m. PST**

Due Date: Thursday, October 26, 2023, at 11 a.m. PST

DRAFT

TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") 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 25, 2023

PROJECT

Video Camera System Upgrade Project

PROPOSAL OWNER

City of Montebello – Department of Finance & Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza, Director of Finance & Information Technology
Contact Phone: (323) 887-1200
Contact E-Mail: pespinosa@montebellocal.gov

PROPOSAL CONTACT

City of Montebello – Department of Finance & Information Technology
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Micah Herd Senior Management Analyst
Contact Phone: (323) 887- 1200
Contact E-Mail: mherd@montebellocal.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, September 27, 2023, at 11:00 a.m. PST. Prospective vendors 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 – Sample Professional Services Agreement

Appendix C – Non-Disclosure Agreement¹

Appendix D – Site Plans – City Hall & Police Department²

¹ To be returned at the Site Walk.

² Site Plans will be provided to vendors who attend the mandatory site walk on Tuesday, September 19, 2023

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified vendors to assist with upgrading the video camera system following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective vendors must register with PlanetBids before being able to view or submit a response.

Vendors must also attend a mandatory site visit on **Tuesday, October 3, 2023, at 10 a.m. PST**. The site visit will be held at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, CA 90640. Site visit attendees must check in with City personnel in the lobby of City Hall and sign-in. Failure to attend the site visit and sign-in may result in the vendor's response to the RFP being rejected.

Questions must be submitted by **Wednesday, October 11, 2023, at 11:00 a.m. PST**.

*******QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS*******

Proposals must be submitted via PlanetBids by **Thursday, October 26, 2023, at 11:00 a.m. PST**.

Responses to this request for proposals will be evaluated to determine the vendor 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 prospective vendors to submit a proposal to provide the necessary items and services to upgrade/replace the existing video security system. Currently, the City has a very antiquated video security system installed at various buildings and facilities. The system was initially installed as a method to enhance safety for visitors and employees by acting as a crime deterrent, providing situational awareness for security personnel and law enforcement responding to incidents, and to provide evidentiary video if an incident occurs.

In addition to age, the current solution is comprised of multiple disjointed systems at various locations and facilities. The hardware and software vary in brand, technology, capacity, and capability. The City wishes to create a unified, centralized system that is capable of future expansion. Furthermore, the City is seeking on-going support services to ensure staff is trained how to properly operate the system and for maintenance and repair services.

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 that provides a long list of services, employing approximately 500 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|--|
| • Release RFP | Friday, September 15, 2023 |
| • Mandatory Site Visit | Tuesday, October 3, 2023, 10 a.m. PST |
| • Online Q&A Deadline | Wednesday, October 11, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, October 26, 2023, at 11 a.m. PST |
| • City Review of Submissions | Late October/Early November 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Early/Mid-November 2023 |
| • Award | Late November/Early December 2023 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with updating/replacing the City's existing video security system in order to increase reliability. At the same time, the City is seeking to procure a system that can be easily expanded in the future. At the completion of the initial phases of this project, all cameras and network equipment, should be integrated and manageable from a single video monitoring software and viewable at designated user stations.

The City is seeking to establish an agreement with a minimum term of two (2) years with up to three (3), one (1) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor.

5.0 Scope of Work/Services

City of Montebello is requesting proposals from qualified vendors capable of providing interior and exterior video cameras, network hardware, video monitoring software, installation services, software support, maintenance and repair services, and related items and services. The requested solution will be used to replace the City's existing video security system.

The current, primary video system is located at the Police Department. It consists of approximately twenty-seven (27) interior and exterior cameras. The camera system operates using a video monitoring systems manufactured by HIKVision. Many of the cameras have a resolution of 960x480, 1792 bitrate, and encoding is H.264. Retention is thirty (30) to ninety (90) days. Other buildings and facilities in the City have cameras that operate independently of the Police Department's solution. These solutions range from video solutions made for consumer/home use to a solution that uses Genetec software.

The City is seeking to replace the existing system with a significantly improved solution with high-definition video, increased storage capacity, and improved features. In addition, the City would like to integrate the existing camera solutions (if possible) into a single, unified solution.

In general, the City is looking for a turn-key solution. The vendor will be responsible for any camera hardware, any necessary cable runs, as well as installation of networking equipment at City facilities. The vendor will also be responsible for coordinating with the City's Information Technology Division, as needed, for any configuration necessary for integration.

The City envisions this project being completed through a series of phases. This approach is being taken to ensure the project team can efficiently and effectively manage tasks. Below is a list of each of areas/tasks associated with the proposed phases. The City has also made recommendations for the number of cameras to be installed in each of the impacted areas, but proposers are encouraged to make recommendations regarding the quantity and type of cameras depending on the needs. The following is a list of the phases and the number of cameras required for each:

Phase 1 – Installation of Network Equipment

During Phase 1, the vendor is expected to install network equipment in the designated area(s) (2nd Floor Police Department IDF Room and/or City Hall

Basement). When creating plans for network equipment, vendors should keep in mind the potential for expansion to new areas within the City and integration with existing cameras.

Phase 2 – Police Department Jail & Evidence Rooms (25 Cameras)

The Police Department requires a total of fourteen (14) cameras in the jail. At least one (1) camera should be placed in each jail cell and provide an overview of the entire cell. The remaining cameras will be installed at entry/exit points, hallways, and the sallyport area. Six (6) cameras are needed in the evidence rooms and hallways. An additional five (5) cameras will be installed at public entry/exit points and publicly accessible areas of the police station on the first and third floors.

Phase 3 – Police Department Building Exterior & Parking Lot (10 Cameras)

For Phase 3, the City requires a minimum of ten (10) cameras. Six (6) cameras should be used for the exterior of the Police Department building. The remaining four (4) cameras should be used for Department's parking lot with two (2) cameras, covering vehicle entry/exit, one (1) camera covering pedestrian entry/exit, and the remaining camera providing an overview of the entire area. The Police Department's parking lot secured by a gate and separate from the City Hall parking lot.

Phase 4 – City Hall Lobby & Exterior (8 Cameras)

For the City Hall Lobby and Exterior, the City is seeking a total of eight (8) cameras. Two (2) cameras will be placed in the lobby area and the remaining cameras will be placed around the perimeter of the exterior.

Phase 5 – City Hall Parking Lot (10 Cameras)

The vendor will be responsible for installing a minimum of ten (10) cameras in the City Hall Parking Lot. Cameras should be installed in a manner to capture pedestrian and vehicle traffic in the parking lot, as well provide a clear view of the entry/exit points onto the lot from the surrounding streets.

Upon completion of each phase and system acceptance by the City's project team, the selected vendor will be required to provide documentation which inventories of all items/equipment installed, by the make, model, serial number, description, and location of the items/equipment. In addition, the documentation should include a diagram which details the cameras field of view.

As previously mentioned, the City is seeking a video security system that can be expanded in the future. Beyond the initial phases mentioned above, the City will engage with the selected vendor for the procurement of necessary items and services if it is within the term of the agreement.

Advanced Camera Features

To ensure the solution is used in an effective and efficient manner, the City is seeking to features to some of the cameras to enhance performance. These features, include but are not limited to:

- Pan-Tilt-Zoom (PTZ)
- Two-way Audio
- High-Definition
- Night Vision/Low-light
- Motion/Trigger Activation

Vendor proposals should make recommendations regarding the use of these features and others if determined to improve performance. Recommendations should identify which cameras should include these features.

Video Retention

Except for cameras installed in the City's Evidence Rooms and Jail Facility, all cameras must have a retention period of thirty (30) days. Cameras installed in Evidence Rooms and Jail Facility must have a retention period of 366 days. The retention period is subject to change at any time at the request of the City.

Video Monitoring Stations

As part of the initial implementation plan, the City expects to receive a total of six (6) video viewing stations. The viewing stations will be installed at the Watch Commander's Office/Desk (Police Department), Jail Facility (Police Department), Dispatch Center (Police Department), Information Technology Office (City Hall), and two (2) additional locations that will be determined later.

Vendors are only expected to provide and install the software required for the video monitoring. The City will reserve the option to procure the necessary hardware for installation of the monitoring software at its own discretion. Upon request, the selected vendors will need to provide minimum hardware/software requirements for operating the video monitoring software.

Staff Training

The vendor selected is expected to conduct system administrator and user training sessions for the City. At least three (3) training sessions are conducted for the groups (1 – System Administrator Training, 2 – User Trainings). Furthermore, the vendor will also be required to provide all reference manuals, booklets, and/or other materials required for training. Vendors are requested to indicate their availability to conduct training and provide the cost in their proposal.

Training sessions can be facilitated remotely (e.g. Zoom, Microsoft Teams) or in-person.

Warranty Requirement

Unless otherwise specified, the selected vendor is expected to unconditionally guarantee the materials and workmanship on all products and equipment furnished by it FOR A PERIOD OF ONE (1) YEAR from the date of system acceptance by the City. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the vendor. At the vendor's expense, the vendor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City.

Maintenance and Repair Services

After the warranty period ends, the City will seek on-going support, maintenance, and repairs services to continue. The vendors should include the cost of extended maintenance and repair services after the warranty period ends for up to two (2) years.

Vendor Qualifications

The selected vendor must have the following minimum qualifications:

- A.** The vendor shall have full time personnel that have attended manufacturer training and obtained certification in:
 - i.** Genetec Security Center – Synergis Technical Certification (or similar certification related to the proposed solution).
 - ii.** Genetec Security Center – Omnicast Technical Certification (or similar certification related to the proposed solution).
- B.** The vendor shall be a Genetec certified partner (or similar certification related to the proposed solution)
- C.** The vendor shall submit confirmation from Genetec (or similar certification related to the proposed solution).
- D.** Demonstrate their experience facilitating services for a project of similar size and scale (or similar certification related to the proposed solution).

Background Check

Vendor working on-site and in specific remote capacities, will be required to undergo a background check conducted by the City.

Work Schedule

All work associated with the system build/implementation phases must be completed during normal operating hours, Monday – Thursday, 7:00am – 5:00pm, excluding City observed holidays. The vendor's designated project manager is expected to inform the City's representative(s) where and when work will be completed to ensure the accessibility and to minimize disruption of normal City business. Any work that is necessary to conduct outside of normal business hours must be coordinated and approved by the City's project management team.

6.0 Mandatory Site Visit

All prospective proposers must attend the scheduled site visit to the Montebello Police Department and Montebello City Hall. The City reserves the right to disqualify proposal submission from any proposer who fails to attend the site visit. The site visit will begin at the following date, time, and location:

Site Visit Date/Time

Tuesday, October 3, 2023, at 10 a.m. PST

Meeting Location

***Montebello City Hall
1600 West Beverly Boulevard
Montebello, CA 90640***

Upon arrival, proposers should park their vehicles in the areas designated "visitor parking" and check-in with City Hall personnel in the lobby. They will then be directed to the meeting area where they will be met by the City's project team and escorted to the project areas. The City reserves the right to allow a grace period up to ten (10) minutes for late arrivals. The site visit is expected to take to one (1) to two (2) hours.

Prior to the site walk, vendor representatives will be required to sign a Non-Disclosure Agreement. A copy of the agreement has been attached as Appendix C.

Upon completion of the site visit, the City will post sign-in sheet as Addendum. The City reserves the right to reject any proposals submitted by vendors who did not attend the site walk and sign-in.

Vendors attending the site visit will be emailed copies of site plans associated with this project. Once issued, these site plans will be referred to as Appendix D.

7.0 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. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City 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 each submission 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
 - 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 services (20%)

9.0 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@montebelloca.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 prior to the resolution of the protest unless it is determined that:
- The items 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.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant 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 Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Consultant 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.

Consultants 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.

12.0 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.

13.0 Non-Commitment of City

While the City intends to select a Consultant 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.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant 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 Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant 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.

15.0 Records

The Consultant 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.

16.0 Subcontractors

The Consultant 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 Consultant 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 Contractor's insurance.

17.0 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 Consultant. These changes will be processed through the City Manager.

18.0 Disclosure of Information

- A. The Consultant 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 Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 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 Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant 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 – Sample Professional Services Agreement

Appendix C – Non-Disclosure Agreement

Appendix D – Site Plans – City Hall & Police Department



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Adrianna Kendricks, Director of Transportation

SUBJECT: ADOPT RESOLUTION NO. 23-64 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2023-2024

DATE: September 13, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-64 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act (TDA) through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2023-24; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Senate Bill 325–The Transportation Development Act (TDA) of 1971, provides annual funding to public transportation operators through the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund. These funds are made available for eligible transit and non-transit related projects provided certain conditions are met. The LTF may be use for local streets and roads, construction, and maintenance if there are no unmet transit needs. Conversely, STA funding can only be used for transportation planning and mass transportation purposes.

The City of Montebello will receive a TDA allocation of \$15,153,253 (LTF – \$13,454,796 and STA – \$1,698,456) for FY 2023-24 (see Attachment A), to be used for transit operating expenditures. The TDA allocation is included in Montebello Bus Lines' (MBL's) FY 2023-24 adopted operating budget. A TDA claim form indicating where funds will be

CITY COUNCIL AGENDA REPORT - MEETING OF SEPTEMBER 13, 2023

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used must be submitted to the Los Angeles County Metropolitan Transportation Authority (Metro) for review. Once approved, MBL will receive a direct deposit allocation monthly to be used for operating expenses.

Projects eligible for LTF and STA funding are identified as follows:

Fiscal Year 2023-2024	
Funding	Projects
LTF: \$13,454,796	Operating Expenditures (i.e., vehicle maintenance, capital improvement projects, salaries, bus parts, outside contracts, etc.)
STA: \$1,698,456	Operating Expenditures (i.e., salaries, supplies, outside contracts, etc.)
Grand Total TDA Allocation: \$15,153,253	

BACKGROUND/DISCUSSION:

The TDA of 1971 was enacted to improve existing public transportation services and encourage regional transportation coordination. The TDA established two (2) funding sources:

- **LTF**- is derived from a ¼ cent of the general sales tax collected statewide. The California Department of Tax and Fee Administration (CDTFA), based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds within the county based on population.
- **STA** - is appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year.

Metro is the local planning agency designated to administer the distribution of these funds to transit agencies in Los Angeles County. As the state-designated administrator, Metro requires that public transportation operators submit annual TDA claim forms signed by the Chief Financial Officer to claim LTF and STA funds (see Attachment B). In addition, Metro requires MBL's Governing Board (Board) to approve a Resolution attesting to the use of these funds and the submission of the claim form(s) as an annual standard procedure. For all intents and purposes, the Montebello City Council here serves as MBL's "Board".

ENVIRONMENTAL:

N/A

ANALYSIS:

The City operates MBL to provide fixed route service to the cities of Alhambra, Bell Gardens, Commerce, Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, San Marino, South Gate and Whittier. Therefore, a consistent need exists to maintain access to available funding opportunities for the continued delivery of transportation services to the City and surrounding communities.

To ensure the City is able to continually access LTF and STA funding, the City must submit an annual TDA claim form. These forms must be approved through a City Council Resolution as MBL's "Board" (see Attachment C).

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 23-64 authorizing the Director of Finance as the City's Chief Financial Officer to submit a claim form for funding provided by the Transportation Development Act through the LTF and the STA funding sources for FY 2023-2024; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - Adopted Transit Fund Allocations FY 2023-24
2. ATTACHMENT B - TDA Claim Form
3. ATTACHMENT C - Resolution No. 23-64

NEXT STEPS:

N/A



Metro®

Los Angeles County Metropolitan Transportation Authority

Fiscal Year 2024
TRANSIT FUND ALLOCATIONS
ADOPTED

July 1, 2023 – June 30, 2024

June 22, 2023

FY 2024
ADOPTED
Transit Fund Allocations

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Bus Transit Subsidies

STATE AND LOCAL FUNDS

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

**Fiscal Year 2024
PRELIMINARY REVENUE ESTIMATES**

STATE AND LOCAL		FY24 Estimated Revenue	Carryover FY22 Budget vs Actual	Interest FY22 Actual	FY24 Total Funds Available	NOTE	FY23 Total Funds
<u>Transportation Development Act:</u>							
Planning & Administration:							
1	Planning - Metro	\$ 6,000,000			\$ 6,000,000		\$ 5,159,000
2	Planning - SCAG	4,500,000			4,500,000		3,869,250
3	Administration - Metro	4,378,855			4,378,855		3,909,692
4	Sub-total	14,878,855			14,878,855		12,937,942
5	Article 3 Pedestrian & Bikeways	2.0000% 11,702,423	1,853,156	36,032	13,591,611		11,144,314
6	Article 4 Bus Transit	90.7918% 531,242,243	84,125,722	1,635,695	617,003,660		508,403,193
7	Article 8 Streets & Highways	7.2082% 42,176,480	6,678,925	129,861	48,985,266		37,668,206
8	Total	600,000,000	92,657,803	1,801,588	694,459,391		570,153,654
<u>Proposition A:</u>							
9	Administration	5.0000% 60,000,000	11,310,295		71,310,295		58,250,104
10	Local Return	25.0000% 285,000,000	n/a		285,000,000	a	245,052,500
11	Rail Development	35.0000% 399,000,000	75,213,460		474,213,460		387,363,192
Bus Transit:		40.0000%					
12	95% of 40% Capped at CPI 3.71%	279,341,351	n/a		279,341,351	b	269,348,521
13	95% of 40% Over CPI	153,858,649	n/a		153,858,649	c	103,131,279
14	Sub-total	433,200,000	-		433,200,000		372,479,800
15	5% of 40% Incentive	22,800,000	4,297,912		27,097,912		22,135,040
16	Total	1,200,000,000	90,821,666		1,290,821,666		1,085,280,636
<u>Proposition C:</u>							
17	Administration	1.5000% 18,000,000	3,393,045		21,393,045		17,475,155
18	Rail/Bus Security	5.0000% 59,100,000	11,140,498		70,240,498		57,376,760
19	Commuter Rail	10.0000% 118,200,000	22,280,996		140,480,996		114,753,520
20	Local Return	20.0000% 236,400,000	n/a		236,400,000	a	203,264,600
21	Freeways and Highways	25.0000% 295,500,000	55,702,489		351,202,489		286,883,800
22	Discretionary	40.0000% 472,800,000	89,123,983		561,923,983		459,014,080
23	Total	1,200,000,000	181,641,011		1,381,641,011		1,138,767,916
<u>State Transit Assistance:</u>							
24	Bus (PUC 99314 Rev Base Share)	45,109,292	34,638,409	154,481	79,902,182	d	60,136,246
25	Rail (PUC 99313 Population Share)	58,209,440	26,503,605	99,713	84,812,758		46,500,350
26	Total	103,318,732	61,142,014	254,194	164,714,940		106,636,596
<u>SB 1 State Transit Assistance:</u>							
27	Bus (PUC 99314 Rev Base Share)	36,956,876	28,741,708	127,740	65,826,324	d,e	50,239,195
28	Rail (PUC 99313 Population Share)	47,689,486	21,993,329	82,579	69,765,394	f	38,843,608
29	Total	84,646,363	50,735,037	210,319	135,591,719		89,082,803
<u>SB 1 State Of Good Repair</u>							
30	Bus (PUC 99314 Rev Base Share)	11,636,592	1,624,468	146,937	13,407,997	e	22,636,276
31	Rail (PUC 99313 Population Share)	15,015,963	1,295,057	49,197	16,360,217	f	17,461,658
32	Total	26,652,555	2,919,525	196,134	29,768,214		40,097,934

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

**Fiscal Year 2024
PRELIMINARY REVENUE ESTIMATES (continued)**

STATE AND LOCAL		FY24 Estimated Revenue	Carryover FY22 Budget vs Actual	Interest FY22 Actual	FY24 Total Funds Available	NOTE	FY23 Total Funds
Measure R:							
33	Administration	1.5000%	18,000,000	3,392,424	(374,239)	21,018,185	17,233,321
34	Transit Capital - "New Rail"	35.0000%	413,700,000	77,969,202	3,037,464	494,706,666	401,121,258
35	Transit Capital - Metrolink	3.0000%	35,460,000	6,683,074	(448,272)	41,694,802	34,519,578
36	Transit Capital - Metro Rail	2.0000%	23,640,000	4,455,383	(142,630)	27,952,753	23,126,692
37	Highway Capital	20.0000%	236,400,000	44,553,830	(1,482,240)	279,471,590	228,958,160
38	Operations "New Rail"	5.0000%	59,100,000	11,138,457	(1,079,162)	69,159,295	57,495,727
39	Operations Bus	20.0000%	236,400,000	44,553,830	(4,713,883)	276,239,947	230,272,491
40	Local Return	15.0000%	177,300,000	n/a	n/a	177,300,000	152,448,450
41	Total		1,200,000,000	192,746,199	(5,202,962)	1,387,543,237	1,145,175,678
Measure M:							
Local Return Supplemental & Administration:							
42	Administration	0.5000%	6,180,000	1,158,407	(50,332)	7,288,075	5,999,954
43	Supplemental transfer to Local Return	1.0000%	11,820,000	n/a	n/a	11,820,000	10,163,230
44	Sub-total		18,000,000	1,158,407	(50,332)	19,108,075	16,163,184
45	Local Return Base	16.0000%	189,120,000	n/a	n/a	189,120,000	162,611,680
46	Metro Rail Operations	5.0000%	59,100,000	11,077,970	(1,074,801)	69,103,169	57,437,894
47	Transit Operations (Metro & Municipal Provid	20.0000%	236,400,000	44,311,878	(4,705,465)	276,006,413	229,911,476
48	ADA Paratransit/Metro Discounts for Seniors & S	2.0000%	23,640,000	4,431,188	93,938	28,165,126	22,871,140
49	Transit Construction	35.0000%	413,700,000	77,545,787	3,326,865	494,572,652	401,783,182
50	Metro State of Good Repairs	2.0000%	23,640,000	4,431,188	(172,125)	27,899,063	22,981,549
51	Highway Construction	17.0000%	200,940,000	37,665,096	(6,490,223)	232,114,873	195,049,184
52	Metro Active Transportation Program	2.0000%	23,640,000	4,431,188	(609,516)	27,461,672	22,974,153
53	Regional Rail	1.0000%	11,820,000	2,215,594	(84,424)	13,951,170	11,442,142
54	Total		1,200,000,000	187,268,295	(9,766,083)	1,377,502,212	1,143,225,584
55	Total Funds Available		\$ 5,614,617,649	\$ 859,931,550	\$ (12,506,810)	\$ 6,462,042,390	\$ 5,318,420,800
Total Planning & Admin Allocations:							
56	(Lines 4, 9, 17, 33 and 42)		\$ 117,058,855	\$ 19,254,170	\$ (424,571)	\$ 135,888,454	\$ 111,896,476

Notes:

- a) Local Return Subfunds do not show carryover balances. These funds are distributed in the same period received.
- b) Consumer price index (CPI) of 3.71% represents the average estimated growth rate based on various forecasting sources and historical trends applied to Prop A discretionary allocated to Included operators.
- c) Proposition A 95% of 40% Bus Transit growth over CPI estimate will be used to fund Eligible and Tier 2 operators. The carryover is not shown since it has been converted into Proposition C 40% discretionary to fund various Board-approved discretionary programs.
- d) STA Revenue estimates (including SB1/STA) from the State Controller's office is reduced by 10% for the revenue base share and population-base share due to anticipated shortfall of FY24 revenue.
- e) In order to be eligible for SB1-SGR funding, eligible agencies must comply with various reporting requirements. SGR revenue estimates from the State Controller's Office are reduced by 5% due to the anticipated shortfall of FY24 revenue.
- f) STA and SGR portion of SB1 will be allocated based on Measure R allocation methodology.
- g) Measure M provides for a total of 17% net revenues for Local Return. Supplement of 1% to be funded by 1.5% Administration.
- h) Per government accounting standards, reported interest is derived from the fair value of investments as of the end of FY22. Based on market conditions at that time, the amounts may be positive or negative.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

STATE AND LOCAL FUNDS

	Operators	Formula Allocation Procedure				Proposition C 5% Security	Proposition C 40% Discretionary	Measure R		Measure M	Senate Bill 1		Total
		TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40 % Discretionary	Sub-Total FAP			20% Bus Operations	Clean Fuel & Facilities		STA	State of Good Repair	
<u>Included Operators:</u>													
1	Metro Bus Operations	\$ 452,127,185	\$ 59,217,703	\$ 206,753,872	\$ 718,098,760	\$ 51,827,296	\$ 11,970,998	\$ 190,352,258	\$ 6,247,544	\$ 190,191,334	\$ 45,359,803	\$ 9,205,703	\$ 1,223,253,696
<u>Municipal Operators:</u>													
2	Arcadia	559,754	68,974	241,136	869,864	8,148	111,391	221,714	17,687	221,526	52,833	10,722	1,513,886
3	Claremont	194,663	24,211	84,644	303,518	1,649	30,506	77,826	2,173	77,760	18,545	3,764	515,742
4	Commerce	753,721	88,345	308,858	1,150,924	50,350	1,470,936	283,981	35,807	283,741	67,671	13,734	3,357,144
5	Culver City	8,890,979	1,117,976	3,908,491	13,917,445	462,957	1,867,490	3,593,676	136,701	3,590,638	856,352	173,795	24,599,055
6	Foothill Transit	42,086,364	5,301,909	18,535,694	65,923,967	1,378,518	9,000,816	17,042,713	954,290	17,028,305	4,061,177	824,210	116,213,996
7	Gardena	8,690,038	1,095,248	3,829,032	13,614,318	326,530	2,353,409	3,520,618	114,107	3,517,641	838,942	170,262	24,455,827
8	La Mirada	486,696	19,657	68,723	575,076	5,033	24,768	63,188	7,007	63,134	15,057	3,056	756,319
9	Long Beach	39,535,684	4,940,880	17,547,201	62,023,765	3,554,049	9,713,831	15,882,204	694,066	15,868,777	3,784,634	768,086	112,289,412
10	Montebello	13,454,796	1,698,456	5,937,874	21,091,126	538,699	3,663,972	5,459,600	192,374	5,454,985	1,300,990	264,034	37,965,779
11	Norwalk	5,162,141	648,408	2,266,860	8,077,409	161,161	880,177	2,084,273	70,555	2,082,511	496,670	100,798	13,953,554
12	Redondo Beach	1,336,051	166,665	582,669	2,085,386	60,296	214,483	535,738	31,983	535,285	127,663	25,909	3,616,742
13	Santa Monica	33,349,039	4,214,750	14,734,940	52,298,729	1,288,566	6,205,679	13,548,096	473,138	13,536,642	3,228,430	655,205	91,234,485
14	Torrance	10,376,549	1,299,000	4,541,358	16,216,906	429,922	3,630,319	4,175,568	131,753	4,172,038	995,013	201,936	29,953,455
15	Sub-Total	164,876,475	20,684,479	72,587,479	258,148,433	8,265,877	39,167,778	66,489,194	2,861,641	66,432,984	15,843,977	3,215,511	460,425,396
<u>Eligible Operators:</u>													
16	Antelope Valley	-	-	6,367,820	6,367,820	227,362	1,862,567	4,307,290	203,747	4,303,648	1,026,401	208,307	18,507,142
17	LADOT	-	-	36,418,908	36,418,908	2,524,222	6,912,658	9,581,472	480,647	9,573,372	2,283,207	463,373	68,237,861
18	Santa Clarita	-	-	5,451,954	5,451,954	371,692	1,431,704	3,583,881	206,420	3,580,851	854,017	173,322	15,653,841
19	Foothill BSCP	-	-	7,320,107	7,320,107	-	603,328	1,925,851	-	1,924,223	458,919	93,137	12,325,566
20	Sub-Total	-	-	55,558,790	55,558,790	3,123,275	10,810,257	19,398,494	890,815	19,382,094	4,622,545	938,138	114,724,409
<u>Tier 2 Operators:</u>													
21	LADOT Community Dash	-	-	6,588,062	6,588,062	-	-	-	-	-	-	-	6,588,062
22	Glendale	-	-	1,092,249	1,092,249	-	-	-	-	-	-	-	1,092,249
23	Pasadena	-	-	529,965	529,965	-	-	-	-	-	-	-	529,965
24	Burbank	-	-	192,263	192,263	-	-	-	-	-	-	-	192,263
25	Sub-Total	-	-	8,402,539	8,402,539	-	-	-	-	-	-	-	8,402,539
26	Lynwood Trolley	-	-	-	-	-	242,307	-	-	-	-	-	242,307
26	LTSS ZEV CFP	-	-	-	-	-	15,000,000	-	-	-	-	-	15,000,000
27	Total Excluding Metro	164,876,475	20,684,479	136,548,808	322,109,762	11,389,153	65,220,342	85,887,688	3,752,456	85,815,079	20,466,522	4,153,649	598,794,651
28	County of Los Angeles	-	-	-	-	-	-	-	-	-	-	48,645	48,645
29	Grand Total	\$ 617,003,660	\$ 79,902,182	\$ 343,302,680	\$ 1,040,208,522	\$ 63,216,448	\$ 77,191,341	\$ 276,239,947	\$ 10,000,000	\$ 276,006,413	\$ 65,826,324	\$ 13,407,997	\$ 1,822,096,992

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

BUS TRANSIT FUNDING PERCENTAGE SHARES

	Operators	Vehicle Service Miles (VSM) FY22 Data (1)	Passenger Revenue	Base Fare	Fare Units	Fare Units Prior to Fare Increase/ decrease	Fare Units Used in FAP (2)	Sum 50% VSM + 50% Fare Units	Proposition A Base Share	DAR Cap Adjustment (3)	TDA/STA Share
	Included Operators										
1	Metro Bus Operations (4)	63,247,751	\$ 48,117,395	\$ 1.75	27,495,654	197,161,600	197,161,600	130,204,676	74.1127%	0.0000%	74.1127%
2	Arcadia DR	54,153	4,138	0.50	8,276	72,829	72,829	63,491	0.0361%	0.0000%	0.0361%
3	Arcadia MB (5)	161,751	7,290	0.50	14,580	-	14,580	88,166	0.0502%	0.0000%	0.0502%
4	Claremont	24,629	10,742	2.50	4,297	81,840	81,840	53,235	0.0303%	0.0000%	0.0303%
5	Commerce	388,497	-	-	-	-	-	194,249	0.1106%	0.0000%	0.1106%
6	Culver City	1,243,082	1,065,143	1.00	1,065,143	3,673,208	3,673,208	2,458,145	1.3992%	0.0000%	1.3992%
7	Foothill Transit	9,094,100	6,110,456	1.75	3,491,689	14,221,000	14,221,000	11,657,550	6.6355%	0.0000%	6.6355%
8	Gardena	1,112,743	1,115,630	1.00	1,115,630	3,703,600	3,703,600	2,408,172	1.3707%	0.0000%	1.3707%
9	La Mirada (5)	50,841	35,602	1.00	35,602	-	35,602	43,222	0.0246%	0.0000%	0.0246%
10	Long Beach	5,755,022	6,735,804	1.25	5,388,643	15,972,456	15,972,456	10,863,739	6.1837%	0.0000%	6.1837%
11	Montebello	1,613,391	1,856,014	1.10	1,687,285	5,855,556	5,855,556	3,734,474	2.1257%	0.0000%	2.1257%
12	Norwalk	757,299	156,775	1.25	125,420	2,094,068	2,094,068	1,425,684	0.8115%	0.0000%	0.8115%
13	Redondo Beach DR (5)	41,978	12,084	1.00	12,084	-	12,084	27,031	0.0154%	0.0000%	0.0154%
14	Redondo Beach MB (5)	377,761	301,087	1.00	301,087	-	301,087	339,424	0.1932%	0.0000%	0.1932%
15	Santa Monica	3,872,993	5,548,734	1.25	4,438,987	14,661,333	14,661,333	9,267,163	5.2749%	0.0000%	5.2749%
16	Torrance	1,202,341	337,534	1.00	337,534	4,510,000	4,510,000	2,856,171	1.6257%	0.0000%	1.6257%
17	Sub-Total	88,998,332	71,414,428		45,521,912		262,370,843	175,684,588	100.0000%	0.0000%	100.0000%
	Eligible Operators										
18	Antelope Valley	2,779,424	1,785,985	1.50	1,190,657	3,543,241	3,543,241	3,161,333	1.6770%	0.0000%	1.6770%
19	Santa Clarita (5)	2,163,153	3,097,621	1.00	3,097,621	-	3,097,621	2,630,387	1.3954%	0.0000%	1.3954%
20	LADOT Local	2,597,911	38,110	0.50	76,220	6,727,520	6,727,520	4,662,716	2.4735%	0.0000%	2.4735%
21	LADOT Express	1,586,368	554,586	1.50	369,724	3,152,832	3,152,832	2,369,600	1.2570%	0.0000%	1.2570%
22	Foothill - BSCP	1,198,312	727,599	1.50	485,066	1,650,000	1,650,000	1,424,156	0.7498%	0.0000%	0.7498%
23	Sub-Total	10,325,168	6,203,901		5,219,288		18,171,214	14,248,191	7.5527%	0.0000%	7.5527%
24	Total	99,323,500	77,618,329		50,741,200		280,542,057	189,932,779			

Notes:

- (1) Operators' statistics exclude BSIP, TSE, Base Restructuring and MOSIP services that are funded from PC 40% Discretionary. Also excluded are services funded from other sources (CRD, federal, etc.)
- (2) Fare units used are frozen to the level prior to fare change in accordance with the Funding Stability Policy, adopted by the Board in November 2007.
- (3) TDA cap of 0.25% is applied for DAR operators - Arcadia, Claremont, La Mirada and Redondo Beach DR.
- (4) MTA Statistics include contracted services with LADOT for Lines 422, 601 and 602 (Consent Decree Lines), Glendale and Palos Verdes Peninsula Transit Authority (PVPTA).
- (5) The fare unit used in FAP has been maintained at FY19 level.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

INCLUDED & ELIGIBLE OPERATORS ESTIMATED FUNDING LEVELS

	Operators	TDA & STA % Shares	TDA Article 4 plus interest			STA	Prop A Discretionary % Shares	Prop A Discretionary Allocations ⁽²⁾	Total	Two Year Lag Funding (3)	
			Allocated	Fund Exchange (1)	Net	Rev Base Share Plus Interest			Formula Funds		
<u>Included Operators</u>											
1	Metro Bus Operations	74.1127%	\$ 457,278,367	\$ (5,151,182)	\$ 452,127,185	\$ 59,217,703	74.1127%	\$ 206,753,872	\$ 718,098,760	273,680	
2	Arcadia DR	0.0361%	222,980		222,980	28,876	0.0361%	100,952	352,808		
3	Arcadia MB	0.0502%	309,637	27,137	336,774	40,098	0.0502%	140,185	517,057		
4	Claremont	0.0303%	186,959	7,704	194,663	24,211	0.0303%	84,644	303,518		
5	Commerce	0.1106%	682,200	71,521	753,721	88,345	0.1106%	308,858	1,150,924		
6	Culver City	1.3992%	8,632,997	257,982	8,890,979	1,117,976	1.3992%	3,908,491	13,917,445		
7	Foothill Transit	6.6355%	40,941,275	1,145,089	42,086,364	5,301,909	6.6355%	18,535,694	65,923,967		
8	Gardena	1.3707%	8,457,490	232,548	8,690,038	1,095,248	1.3707%	3,829,032	13,614,318		
9	La Mirada ⁽⁴⁾	0.0246%	151,794	334,902	486,696	19,657	0.0246%	68,723	575,076		
10	Long Beach ⁽⁵⁾	6.1837%	38,153,414	1,382,270	39,535,684	4,940,880	6.1837%	17,547,201	62,023,765		
11	Montebello	2.1257%	13,115,458	339,338	13,454,796	1,698,456	2.1257%	5,937,874	21,091,126		
12	Norwalk	0.8115%	5,006,995	155,146	5,162,141	648,408	0.8115%	2,266,860	8,077,409		
13	Redondo Beach DR	0.0154%	94,933		94,933	12,294	0.0154%	42,980	150,206		
14	Redondo Beach MB	0.1932%	1,192,056	49,062	1,241,118	154,372	0.1932%	539,690	1,935,179		
15	Santa Monica	5.2749%	32,546,244	802,795	33,349,039	4,214,750	5.2749%	14,734,940	52,298,729		
16	Torrance	1.6257%	10,030,861	345,688	10,376,549	1,299,000	1.6257%	4,541,358	16,216,906		
17	Sub-Total	100.0000%	617,003,660	-	617,003,660	79,902,182	100.0000%	279,341,351	976,247,193		
<u>Eligible Operators</u>			Formula Equivalent Funded from Proposition A 95% of 40% Growth over CPI ⁽⁶⁾								
18	Antelope Valley ⁽⁷⁾	1.6770%	-	343,224	343,224	1,339,978	1.6770%	4,684,618	\$ 6,367,820		
19	Santa Clarita ⁽⁷⁾	1.3954%	-	439,189	439,189	1,114,929	1.3954%	3,897,837	5,451,954		
20	LADOT Local	2.4735%	15,261,437		15,261,437	1,976,361	2.4735%	6,909,441	24,147,240		
21	LADOT Express	1.2570%	7,755,889		7,755,889	1,004,390	1.2570%	3,511,390	12,271,669		
22	Foothill - BSCP	0.7498%	4,626,423		4,626,423	599,123	0.7498%	2,094,560	7,320,107		
23	Sub-Total	7.5527%	27,643,749	782,413	28,426,162	6,034,781	7.5527%	21,097,846	55,558,790		
24	Total FAP		\$ 617,003,660		\$ 617,003,660	\$ 79,902,182	107.5527%	\$ 279,341,351	\$ 1,031,805,983	\$ -	
Proposition A Discretionary (95% of 40%) Growth Over CPI:											
25	Revenue								\$ 153,858,649		
Uses of Fund:											
26	Eligible Operators - Formula Equivalent Funds								55,558,790		
27	Tier 2 Operators ⁽⁸⁾								8,402,539		
28	Total Uses of Funds								63,961,329		
29	Proposition A Discretionary (95% of 40%) GOI Transfer to PC 40% based on Board policy.								89,897,320		
30	Backfill from (Transfer to) PC40% Discretionary								(89,897,320)		
31	Total								\$ -		

Notes:

- (1) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.
- (2) Prop A Discretionary funds (95% of 40%) allocated to Included Operators have been capped at 3.71% CPI for FAP allocation.
- (3) The Two-Year Lag Column is for information only. THESE AMOUNTS ARE ALREADY INCLUDED IN PROP A DISCRETIONARY Allocations.
- (4) The City of La Mirada has requested to exchange its FY18 5307 funds, totaling \$161,686, and its FY19 funds totaling \$158,447 , with Metro's TDA 4 funds.
- (5) Funds allocated to the SCRTTC through Long Beach Transit will be exchanged with Metro's TDA Article 4 share.
- (6) Formula Equivalent funds are allocated by formula to Eligible Operators based on PUC 99207.5. Fund source is Prop A 95% of 40% growth over CPI.
- (7) Antelope Valley and Santa Clarita's LCTOP fund will be exchanged with Metro's Prop C 40% Discretionary transfer to Proposition A Discretionary GOI.
- (8) The Board has approved an adjustment in the funding for Tier II operators for FY24, increasing the annual cap from \$6 million to \$8.2 million, with subsequent annual adjustments based on the CPI.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION C 5% TRANSIT SECURITY FUNDING ALLOCATION

	Operators	FY22 Unlinked Passengers	Percent of Total Unlinked Passengers	Total ⁽¹⁾
1	Antelope Valley	1,113,754	0.3597%	\$ 227,362
2	Arcadia	39,916	0.0129%	8,148
3	Claremont	8,078	0.0026%	1,649
4	Commerce	246,643	0.0796%	50,350
5	Culver City	2,267,843	0.7323%	462,957
6	Foothill Transit	6,752,806	2.1806%	1,378,518
7	Gardena	1,599,539	0.5165%	326,530
8	LADOT Local/Express	12,365,151	3.9930%	2,524,222
9	La Mirada	24,653	0.0080%	5,033
10	Long Beach	17,409,861	5.6220%	3,554,049
11	Montebello	2,638,870	0.8521%	538,699
12	Norwalk	789,462	0.2549%	161,161
13	Redondo Beach DR/MB	295,365	0.0954%	60,296
14	Santa Clarita	1,820,768	0.5880%	371,692
15	Santa Monica	6,312,168	2.0383%	1,288,566
16	Torrance	2,106,014	0.6801%	429,922
17	Sub-Total	55,790,891	18.0161%	11,389,153
18	Metro Bus/Rail Operations ⁽²⁾	253,881,136	81.9839%	51,827,296
19	Total	309,672,027	100.0000%	\$ 63,216,448

Notes:

(1) Total funding is 90% of Prop C 5% Transit Security:

Estimated Revenue: \$ 70,240,498

90% Thereof: \$ 63,216,448

(2) Metro operations data includes unlinked passengers for bus and rail.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION C 40% DISCRETIONARY PROGRAMS

	Operators	MOSIP			Zero-fare Compensation (1)	Foothill Transit Mitigation	Transit Service Expansion	Discretionary Base Restructuring	BSIP Overcrowding Relief	Total
		Prop A %Share	%Share	\$ Allocation						
	<u>INCLUDED OPERATORS</u>									
1	Metro Bus Operations ⁽²⁾	\$ -			\$ 13,995,592	\$ -	\$ -	\$ 12,975,406	\$ 26,970,998	
2	Metro exchange ⁽³⁾				(10,000,000)			(5,000,000)	(15,000,000)	
3	Metro Sub-total				3,995,592			7,975,406	11,970,998	
4	Arcadia	0.0863%	0.2581%	69,458	1,079,403	17,449	-	-	24,484	111,391
5	Claremont	0.0303%	0.0906%	24,381		6,125	-	-	-	30,506
6	Commerce	0.1106%	0.3306%	88,965		22,349	-	280,219	-	1,470,936
7	Culver City	1.3992%	4.1842%	1,125,822		282,819	270,101	-	188,748	1,867,490
8	Foothill Transit	6.6355%	19.8430%	5,339,119		-	373,843	2,243,392	1,044,461	9,000,816
9	Gardena	1.3707%	4.0991%	1,102,935		277,069	776,368	-	197,037	2,353,409
10	La Mirada	0.0246%	0.0736%	19,795		4,973	-	-	-	24,768
11	Long Beach	6.1837%	18.4918%	4,975,556		1,249,915	2,563,169	-	925,191	9,713,831
12	Montebello	2.1257%	6.3567%	1,710,376		429,665	-	1,279,709	244,222	3,663,972
13	Norwalk	0.8115%	2.4267%	652,958		164,030	-	-	63,189	880,177
14	Redondo Beach DR/MB	0.2086%	0.6238%	167,835	42,162	-	-	4,486	214,483	
15	Santa Monica	5.2749%	15.7742%	4,244,330	1,066,222	-	-	895,126	6,205,679	
16	Torrance	1.6257%	4.8617%	1,308,117	328,613	909,043	814,279	270,267	3,630,319	
17	Sub-Total	25.8873%	77.4141%	20,829,649	1,079,403	3,891,392	4,892,525	4,617,599	3,857,211	39,167,778
	<u>ELIGIBLE OPERATORS</u>									
18	Antelope Valley	1.6770%	5.0150%	1,349,382		36,150	423,309	-	53,726	1,862,567
19	Santa Clarita	1.3954%	4.1728%	1,122,754		30,078	221,403	-	57,469	1,431,704
20	LADOT Local/Express	3.7305%	11.1558%	3,001,671		701,372	3,041,162	-	168,453	6,912,658
21	Foothill - BSCP	0.7498%	2.2423%	603,328		-	-	-	-	603,328
22	Sub-Total	7.5527%	22.5859%	6,077,135		767,600	3,685,874	-	279,649	10,810,257
23	City of Lynwood Trolley					242,307		-	-	242,307
24	Total Municipal Operators	33.4400%	100.0000%	26,906,784	1,079,403	4,658,991	8,820,706	4,617,599	4,136,860	50,220,342
25	LTSS ZEV CFP (3)									15,000,000
26	Total	33.4400%	100.0000%	\$ 26,906,784	\$ 1,079,403	\$ 8,654,583	\$ 8,820,706	\$ 4,617,599	\$ 12,112,266	\$ 77,191,341

Last Year	\$ 26,123,091		\$ 8,505,164	\$ 4,452,414	\$ 16,500,112
% Increase	3.00%		3.71%	3.71%	3.71%
Current Year	\$ 26,906,784		\$ 8,820,706	\$ 4,617,599	\$ 17,112,266

Note:

(1) Allocated as part of FAP to Commerce as compensation for having zero passenger revenues.

(2) Antelope Valley, Santa Clarita, Burbank, and Glendale's, LCTOP fund in the amount of \$984,952 will be exchanged with Metro's "Foothill Mitigation" Fund. Metro will allocate Prop A Discretionary (95% of 40%) GOI fund to Antelope Valley and Santa Clarita.

(3) Due to the Infrastructure Investment Jobs Act (IIJA) leading to greater-than-expected 5307 grants, the Board approved in June 2022 to allocate \$10 million in FY22, \$5 million in FY24, and \$5 million in FY26 from 5307 to the LTSS. Metro will exchange these amounts with its PC40 fund. In FY24, \$15 million will be deducted from Metro's PC40% fund (Foothill Mitigation & BSIP) to cover FY22 and FY24 5307 exchange.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

MEASURE R 20% BUS OPERATIONS AND CAPITAL ALLOCATIONS

	Operators	20% Bus Operations			Clean Fuel Bus Capital Facilities and Rolling Stock Fund (1)	
		Proposition A Base Share %	MR Percentage Share	Bus Operations Allocation	Federal Section 5307 Capital Allocation Formula Share (2)	\$ Allocation
	<u>Included Operators:</u>					
1	Metro Bus Operations	74.1127%	68.9083%	\$ 190,352,258	62.4754%	\$ 6,247,544
2	Arcadia	0.0863%	0.0803%	221,714	0.1769%	17,687
3	Claremont	0.0303%	0.0282%	77,826	0.0217%	2,173
4	Commerce	0.1106%	0.1028%	283,981	0.3581%	35,807
5	Culver City	1.3992%	1.3009%	3,593,676	1.3670%	136,701
6	Foothill Transit (3)	6.6355%	6.1695%	17,042,713	9.5429%	954,290
7	Gardena	1.3707%	1.2745%	3,520,618	1.1411%	114,107
8	La Mirada	0.0246%	0.0229%	63,188	0.0701%	7,007
9	Long Beach	6.1837%	5.7494%	15,882,204	6.9407%	694,066
10	Montebello	2.1257%	1.9764%	5,459,600	1.9237%	192,374
11	Norwalk	0.8115%	0.7545%	2,084,273	0.7056%	70,555
12	Redondo Beach DR	0.0154%	0.0143%	39,518	0.3198%	31,983
13	Redondo Beach MB	0.1932%	0.1796%	496,220		
14	Santa Monica	5.2749%	4.9045%	13,548,096	4.7314%	473,138
15	Torrance	1.6257%	1.5116%	4,175,568	1.3175%	131,753
	<u>Eligible Operators:</u>					
16	Antelope Valley	1.6770%	1.5593%	4,307,290	2.0375%	203,747
17	Santa Clarita	1.3954%	1.2974%	3,583,881	2.0642%	206,420
18	LADOT Local	2.4735%	2.2998%	6,352,912		
19	LADOT Express	1.2570%	1.1688%	3,228,561	4.8065%	480,647
20	Foothill BSCP (3)	0.7498%	0.6972%	1,925,851	-	-
21	Total Municipal Operators	33.4400%	31.0917%	85,887,688	37.5246%	3,752,456
22	Total Funds Allocated	107.5527%	100.0000%	\$ 276,239,947	100.0000%	\$ 10,000,000

Notes:

- (1) Clean Fuel Capital Facilities and Rolling Stock Funds of \$10M will be allocated every even fiscal year.
(2) Allocated based on FY22 data.
(3) Foothill Transit Clean Fuel allocation includes the allocation for the Foothill BSCP.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

MEASURE M 20% TRANSIT OPERATIONS

(Metro and Municipal Providers)

	Operators	Measure M Percentage Share ⁽¹⁾	\$ Allocation
	<u>Included Operators:</u>		
1	Metro Bus Operations	68.9083%	\$ 190,191,334
2	Arcadia	0.0803%	221,526
3	Claremont	0.0282%	77,760
4	Commerce	0.1028%	283,741
5	Culver City	1.3009%	3,590,638
6	Foothill Transit	6.1695%	17,028,305
7	Gardenia	1.2745%	3,517,641
8	La Mirada	0.0229%	63,134
9	Long Beach	5.7494%	15,868,777
10	Montebello	1.9764%	5,454,985
11	Norwalk	0.7545%	2,082,511
12	Redondo Beach DR	0.0143%	39,484
13	Redondo Beach MB	0.1796%	495,800
14	Santa Monica	4.9045%	13,536,642
15	Torrance	1.5116%	4,172,038
	<u>Eligible Operators:</u>		
16	Antelope Valley	1.5593%	4,303,648
17	Santa Clarita	1.2974%	3,580,851
18	LADOT Local	2.2998%	6,347,541
19	LADOT Express	1.1688%	3,225,831
20	Foothill BSCP	0.6972%	1,924,223
21	Total Municipal Operators	31.0917%	85,815,079
22	Total Funds Allocated	100.0000%	\$ 276,006,413

Notes:

(1) Metro adheres to the Measure R allocation methodology for Measure M 20% fund allocations.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

Senate Bill 1 - Road Repair and Accountability Act of 2017

	Operators	Measure R % Share ⁽¹⁾	SB1 - STA Allocation	SB1 - SGR Allocation ⁽²⁾	Total
	<u>Included Operators:</u>				
1	Metro Bus Operations	68.9083%	\$ 45,359,803	\$ 9,205,703	\$ 54,565,506
2	Arcadia	0.0803%	52,833	10,722	63,555
3	Claremont	0.0282%	18,545	3,764	22,309
4	Commerce	0.1028%	67,671	13,734	81,405
5	Culver City	1.3009%	856,352	173,795	1,030,147
6	Foothill Transit	6.1695%	4,061,177	824,210	4,885,386
7	Gardena	1.2745%	838,942	170,262	1,009,204
8	La Mirada	0.0229%	15,057	3,056	18,113
9	Long Beach	5.7494%	3,784,634	768,086	4,552,720
10	Montebello	1.9764%	1,300,990	264,034	1,565,024
11	Norwalk	0.7545%	496,670	100,798	597,468
12	Redondo Beach DR	0.0143%	9,417	1,911	11,328
13	Redondo Beach MB	0.1796%	118,246	23,998	142,244
14	Santa Monica	4.9045%	3,228,430	655,205	3,883,635
15	Torrance	1.5116%	995,013	201,936	1,196,949
	<u>Eligible Operators:</u>				
16	Antelope Valley	1.5593%	1,026,401	208,307	1,234,708
17	Santa Clarita	1.2974%	854,017	173,322	1,027,339
18	LADOT Local	2.2998%	1,513,861	307,236	1,821,097
19	LADOT Express	1.1688%	769,347	156,138	925,484
20	Foothill BSCP	0.6972%	458,919	93,137	552,056
21	Total Municipal Operators	31.0917%	20,466,522	4,153,649	24,620,171
22	County of Los Angeles		-	48,645	48,645
23	Total Funds Allocated	100.0000%	\$ 65,826,324	\$ 13,407,997	\$ 79,234,322

Notes:

(1) The STA and SGR portions of SB1 fund will be distributed based on Measure R allocation methodology.

(2) Preliminary estimates. Subject to the submittal of eligible projects.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

LOW CARBONTRANSIT OPERATIONS PROGRAM
Eligible Allocation Fiscal Year 2022 - 2023

	Operators	LCTOP Share ⁽¹⁾	TDA Fund Exchange ⁽²⁾	Prop A GOI / Prop C 40% Fund Exchange ⁽³⁾	Net Funds Available ⁽¹⁾
1	Metro Bus Ops.		\$ 4,471,049	\$ 984,952	\$ 5,456,001
2	Antelope Valley	\$ 343,224		(343,224)	-
3	Arcadia	27,137	(27,137)		-
4	Claremont	7,704	(7,704)		-
5	Commerce	71,521	(71,521)		-
6	Culver City	257,982	(257,982)		-
7	Foothill Transit	1,145,089	(1,145,089)		-
8	Gardena	232,548	(232,548)		-
9	La Mirada	14,769	(14,769)		-
10	Long Beach	1,022,270	(1,022,270)		-
11	Montebello	339,338	(339,338)		-
12	Norwalk	155,146	(155,146)		-
13	Redondo Beach	49,062	(49,062)		-
14	Santa Clarita	439,189		(439,189)	-
15	Santa Monica	802,795	(802,795)		-
16	Torrance	345,688	(345,688)		-
	Tier Two Operators				
17	Burbank	63,655		(63,655)	-
18	Glendale	138,884		(138,884)	-
19	Pasadena			-	-
20	TOTAL	\$ 5,456,001	\$ -	\$ -	\$ 5,456,001

Note:

(1) Estimated - To be adjusted based on actual allocations.

(2) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.

(3) LCTOP fund will be exchanged with Metro's "Foothill Mitigation Fund" share. Metro will allocate Proposition A Discretionary (95% of 40%) GOI fund to these operators.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

TIER 2 OPERATORS ESTIMATED FUNDING LEVELS

Operators	Vehicle Service Miles FY22 data	Passenger Revenue	Base Fare	Fare Units (1),(2)	50% VSM + 50% Fare Units	% Share
1 LADOT Community Dash	3,781,837	\$ 5,325	\$ 0.50	16,808,232	10,295,035	5.0778%
2 Glendale	791,773	229,016	1.00	2,187,836	1,489,805	0.7348%
3 Pasadena	739,633	687,525	0.75	916,700	828,167	0.4085%
4 Burbank	212,160	189,786	1.00	189,786	200,973	0.0991%
5 Sub-Total	5,525,403	1,111,652		20,102,554	12,813,979	6.3202%
6 Included and Eligible Operators	99,323,500	77,618,329		50,741,200	189,932,779	93.6798%
7 Total	104,848,903	\$ 78,729,981		70,843,754	202,746,757	100.0000%
% Share TDA Article 4 + Interest STA Revenue Base Share + Interest Proposition A Discretionary Total						
8 Funds Allocated to Included Operators		\$ 617,003,660	\$ 79,902,182	\$ 279,341,351	\$ 976,247,193	
<u>Formula Equivalent Calculation</u>						
9 LADOT Community Dash		5.0778%	\$ 31,330,089	\$ 4,057,257	\$ 14,184,340	\$ 49,571,686
10 Glendale		0.7348%	4,533,808	587,130	2,052,630	7,173,567
11 Pasadena		0.4085%	2,520,296	326,379	1,141,035	3,987,710
12 Burbank		0.0991%	611,606	79,203	276,897	967,706
13 Total		6.3202%	\$ 38,995,798	\$ 5,049,969	\$ 17,654,902	\$ 61,700,669
Funds Allocated to Tier 2 Operators					13.29% (3)	
<u>Actual Allocation</u>					MTA Allocations (4)	LCTOP fund Exchange (5)
14 LADOT Community Dash		\$ 4,163,759	\$ 539,208	\$ 1,885,094	\$ 6,588,062	\$ -
15 Glendale		602,542	78,029	272,794	953,365	138,884
16 Pasadena		334,947	43,376	151,643	529,965	-
17 Burbank		81,282	10,526	36,800	128,608	63,655
18 Total		\$ 5,182,530	\$ 671,139	\$ 2,346,331	\$ 8,200,000	\$ 202,539
						FY24 Total Funds Available
						\$ 8,402,539

	Prop A Incentive Allocation ⁽⁶⁾	Before Tier 2 GOI Allocation	GOI Allocation Deduction	Net Prop A Incentive Allocation
19	LADOT Community Dash	\$ 2,414,739	\$ (320,918)	\$ 2,093,821
	Glendale	498,481	(66,248)	432,233
21	Pasadena	432,721	(57,508)	375,212
22	Burbank	163,682	(21,753)	141,929
23	Total	\$ 3,509,623	\$ (466,428)	\$ 3,043,196

Notes:

(1) The fare unit has been maintained at FY19 level for Burbank and Pasadena Transit.

(2) Funding Stability Policy is applied on LADOT and Glendale Fare Units.

(3) This percentage is applied as a deduction from Tier 2 Operators' Incentive Program allocations.

(4) The Board has approved an adjustment in the funding for Tier II operators for FY24, increasing the annual cap from \$6 million to \$8.2 million, with subsequent annual adjustments based on the CPI.

(5) Burbank and Glendale's LCTOP fund will be exchanged with Metro's "Foothill Mitigation" Fund. Metro will allocate Prop A Discretionary (95% of 40%) GOI funds to these operators.

(6) Estimated - to be Adjusted to Actual apportionment.

LOCAL SUBSIDIES

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS

PRIORITY I: EXISTING SUB-REGIONAL PARATRANSIT PROJECTS		Total Allocation
1	Agoura Hills	\$ 66,450
2	Antelope Valley, Elderly & Disabled	649,937
3	Culver City Community Transit and LA County	70,197
4	Gardena, Hawthorne and LA County	194,807
5	Glendale Paratransit and La Canada Flintridge	269,419
6	Inglewood Transit and LA County	216,411
7	LA County (Whittier et al)	209,817
8	LA County (Willowbrook)	43,386
9	Los Angeles Taxi & Lift Van, City Ride ⁽¹⁾	492,365
10	Los Angeles Dial-a-Ride, City Ride ⁽¹⁾	1,109,084
11	Monrovia D.A.R. and LA County	103,558
12	Palos Verdes PTA D.A.R.	42,394
13	Palos Verdes PTA - PV Transit	458,012
14	Pasadena Community Transit, San Marino and LA County	478,805
15	Pomona Valley TA - E&D (Get About)	803,438
16	Pomona Valley TA General Public (VC)	74,883
17	Santa Clarita D.A.R.	1,008,737
18	West Hollywood (DAR)	259,246
19	Whittier (DAR)	291,382
20	TOTAL EXISTING SUB-REGIONAL PARATRANSIT PROJECTS	\$ 6,842,327
PRIORITY II: SERVICES THAT RECEIVE GROWTH OVER INFLATION (IF PROP A DISC. CANNOT FULLY FUND THESE SYSTEMS)		
21	City of L.A. - Bus Service Continuation Project/DASH/Central City Shuttle	\$ -
22	Santa Clarita - Local Fixed Route	-
23	Antelope Valley - Local Fixed Route	-
24	Foothill - Bus Service Continuation Project	-
25	(IF PROP A DISC. CANNOT FULLY FUND THESE SYSTEMS)	\$ -
26	PRIORITY III: APPROVED EXISTING EXPANDED PARATRANSIT	\$ -
27	PRIORITY IV: APPROVED NEW EXPANDED PARATRANSIT SERVICES	\$ -

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)

(In Order of Priority)

Priority V: VOLUNTARY NTD DATA REPORTING (Estimated - to be Adjusted to Actual apportionment) FY22 NTD Report Year		Estimate	Tier 2 Deduction ⁽³⁾	Total Allocation
28	City of Alhambra (MB and DR)	\$ 144,875		\$ 144,875
29	City of Artesia (DR)	2,249		2,249
30	City of Azusa (DR)	26,289		26,289
31	City of Baldwin Park (MB and DR)	112,798		112,798
32	City of Bell (MB/DR)	30,927		30,927
33	City of Bell Gardens (MB and DR)	66,331		66,331
34	City of Bellflower (MB and DR)	47,156		47,156
35	City of Burbank (MB)* (1)	134,566	(15,917)	118,649
36	City of Calabasas (MB and DR)	43,239		43,239
37	City of Carson (MB and DT)	35,683		35,683
38	City of Cerritos (MB and DR)	21,574		21,574
39	City of Compton (MB and DR)	105,585		105,585
40	City of Covina (DR)	24,920		24,920
41	City of Cudahy (MB and DR)	31,394		31,394
42	City of Downey (MB and DR)	82,147		82,147
43	City of Duarte (MB)	-		-
44	City of El Monte (MB and DR)	133,926		133,926
45	City of Glendora (MB and DR)	49,864		49,864
46	City of Glendale (MB)* (1)	437,920	(60,561)	377,358
47	City of Huntington Park (MB)	157,801		157,801
48	City of Los Angeles -- Community DASH* (MB) (1)	2,414,739	(234,818)	2,179,921
49	City of Los Angeles -- Department of Aging (DR) (1)	96,782		96,782
50	LA County Dept. of Public Works -- Avocado Heights (MB)	22,246		22,246
51	LA County Dept. of Public Works -- East Valinda (MB)	25,174		25,174
52	LA County Dept. of Public Works -- East LA (MB and DR)	147,526		147,526
53	LA County Dept. of Public Works -- Willowbrook (MB)	41,957		41,957
54	LA County Dept. of Public Works -- King Medical (MB)	21,279		21,279
55	LA County Dept. of Public Works -- Athens (MB)	20,877		20,877
56	LA County Dept. of Public Works -- Lennnox (MB)	17,179		17,179
57	LA County Dept. of Public Works -- South Whittier (MB)	111,431		111,431
58	LA County Dept. of Public Works -- Florance/Firestone (MB)	32,174		32,174
59	City of Lakewood (DR)	29,684		29,684
60	City of Lawndale (MB)	38,110		38,110
61	City of Lynwood (MB)	78,534		78,534
62	City of Malibu (DT)	3,336		3,336
63	City of Manhattan Beach (DR)	19,798		19,798
64	City of Maywood (MB and DR)	23,623		23,623
65	City of Monterey Park (MB and DR)	9,557		9,557
66	City of Pasadena (MB)*	390,641	(42,079)	348,562
67	City of Pico Rivera (DR)	8,028		8,028
68	City of Rosemead (MB and DR)	80,365		80,365
69	City of Santa fe Springs (DR)	7,146		7,146
70	City of South Gate (DT and MB)	131,714		131,714
71	City of South Pasadena (DR)	11,401		11,401
72	City of West Covina (MB and DR)	109,850		109,850
73	City of West Hollywood (MB)	65,065		65,065
74	TOTAL VOLUNTARY NTD DATA REPORTING	\$ 5,647,455	\$ (353,376)	\$ 5,294,080

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)

(In Order of Priority)

PRIORITY VI: SPECIAL DEMONSTRATION PROJECTS		Total Allocation
75	Avalon Ferry Subsidy	\$ 700,000
76	Avalon Transit Services (Jitney and Dial-a-Ride)	300,000
77	Hollywood Bowl Shuttle Service	1,057,000
78	TOTAL SPECIAL DEMONSTRATION PROJECTS	\$ 2,057,000
79	Total funds	\$ 14,193,407
80	Reserves for contingencies (2)	7,941,633
81	TOTAL ESTIMATED REVENUE	\$ 22,135,040
82	Surplus (Deficit)	\$ -

NOTES:

(1) Tier 2 Operators' share have been reduced by % of GOI Funding per Tier 2 Operators Funding Program.

(2) These funds are held in reserve for future contingency purposes such as deficit years, growth over inflation, approved new or existing expanded paratransit services, and new NTD reporters.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION A, PROPOSITION C , MEASURE R and MEASURE M LOCAL RETURN, TDA ARTICLE 3 & 8

	LOCAL JURISDICTION	Population DOF Report 2022 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
									Population	Article 8 Allocation	
1	AGOURA HILLS	19,771	0.2005%	\$ 571,403	\$ 473,964	\$ 355,473	\$ 402,869	\$ 23,137		\$ -	\$ 1,826,847
2	ALHAMBRA	81,834	0.8299%	2,365,091	1,961,781	1,471,335	1,667,513	95,745			7,561,465
3	ARCADIA	55,934	0.5672%	1,616,553	1,340,888	1,005,666	1,139,755	65,444			5,168,306
4	ARTESIA	16,226	0.1645%	468,949	388,981	291,736	330,634	18,990			1,499,289
5	AVALON	3,394	0.0344%	98,090	81,363	61,022	69,159	5,000	3,394	233,896	548,530
6	AZUSA	49,704	0.5040%	1,436,499	1,191,538	893,654	1,012,808	58,156			4,592,655
7	BALDWIN PARK	70,855	0.7185%	2,047,786	1,698,584	1,273,938	1,443,797	82,901			6,547,006
8	BELL	33,624	0.3410%	971,770	806,058	604,543	685,149	39,344			3,106,863
9	BELLFLOWER	77,359	0.7845%	2,235,758	1,854,503	1,390,877	1,576,327	90,510			7,147,975
10	BELL GARDENS	38,861	0.3941%	1,123,125	931,602	698,702	791,862	45,471			3,590,762
11	BEVERLY HILLS	32,265	0.3272%	932,493	773,479	580,109	657,457	37,754			2,981,292
12	BRADBURY	904	0.0092%	26,127	21,671	16,253	18,421	5,000			87,472
13	BURBANK	105,451	1.0694%	3,047,648	2,527,943	1,895,958	2,148,752	123,375			9,743,675
14	CALABASAS	22,926	0.2325%	662,586	549,598	412,198	467,158	26,828			2,118,368
15	CARSON	92,362	0.9366%	2,669,361	2,214,165	1,660,624	1,882,040	108,062			8,534,252
16	CERRITOS	48,634	0.4932%	1,405,575	1,165,887	874,416	991,004	56,904			4,493,787
17	CLAREMONT	37,072	0.3759%	1,071,421	888,715	666,536	755,408	43,378			3,425,458
18	COMMERCE	12,140	0.1231%	350,859	291,028	218,271	247,374	14,210			1,121,742
19	COMPTON	94,233	0.9556%	2,723,435	2,259,018	1,694,263	1,920,165	110,251			8,707,132
20	COVINA	50,449	0.5116%	1,458,030	1,209,398	907,048	1,027,988	59,027			4,661,492
21	CUDAHY	22,318	0.2263%	645,014	535,022	401,267	454,769	26,117			2,062,189
22	CULVER CITY	40,135	0.4070%	1,159,945	962,144	721,608	817,822	46,961			3,708,479
23	DIAMOND BAR	54,204	0.5497%	1,566,554	1,299,415	974,561	1,104,503	63,420			5,008,454
24	DOWNEY	112,584	1.1417%	3,253,799	2,698,941	2,024,205	2,294,099	131,719			10,402,764
25	DUARTE	21,258	0.2156%	614,379	509,611	382,208	433,170	24,877			1,964,245
26	EL MONTE	107,706	1.0922%	3,112,819	2,582,002	1,936,501	2,194,702	126,013			9,952,037
27	EL SEGUNDO	17,084	0.1732%	493,746	409,549	307,162	348,117	19,994			1,578,568
28	GARDENA	59,947	0.6079%	1,732,533	1,437,090	1,077,818	1,221,527	70,139			5,539,107
29	GLENDALE	193,116	1.9583%	5,581,261	4,629,509	3,472,132	3,935,082	225,934			17,843,917
30	GLENORA	51,821	0.5255%	1,497,683	1,242,288	931,716	1,055,945	60,633			4,788,265
31	HAWAIIAN GARDENS	13,619	0.1381%	393,604	326,484	244,863	277,511	15,940			1,258,402
32	HAWTHORNE	86,841	0.8806%	2,509,798	2,081,812	1,561,359	1,769,540	101,603			8,024,112
33	HERMOSA BEACH	19,171	0.1944%	554,063	459,580	344,685	390,643	22,435			1,771,407
34	HIDDEN HILLS	1,738	0.0176%	50,230	41,665	31,248	35,415	5,000			163,558
35	HUNTINGTON PARK	53,942	0.5470%	1,558,982	1,293,134	969,851	1,099,164	63,114			4,984,246

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION A, PROPOSITION C , MEASURE R and MEASURE M LOCAL RETURN, TDA ARTICLE 3 & 8 (continued)

LOCAL JURISDICTION	Population DOF Report 2022 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
								Population	Article 8 Allocation	
36 INDUSTRY (B)	438	0.0044%	12,659	10,500	7,875	8,925	-			39,959
37 INGLEWOOD	106,481	1.0798%	3,077,416	2,552,635	1,914,476	2,169,740	124,580			9,838,847
38 IRWINDALE	1,490	0.0151%	43,063	35,719	26,789	30,361	5,000			140,933
39 LA CANADA-FLINTRIDGE	20,081	0.2036%	580,363	481,395	361,047	409,186	23,500			1,855,491
40 LA HABRA HEIGHTS	5,594	0.0567%	161,673	134,103	100,577	113,988	6,551			516,892
41 LAKEWOOD	80,876	0.8201%	2,337,404	1,938,815	1,454,111	1,647,993	94,624	175,164	12,071,326	7,472,946
42 LA MIRADA	48,696	0.4938%	1,407,367	1,167,374	875,530	992,268	56,977			4,499,515
43 LANCASTER	175,164	1.7763%	5,062,428	4,199,151	3,149,363	3,569,278	204,932			28,256,479
44 LA PUENTE	37,587	0.3812%	1,086,305	901,061	675,796	765,902	43,980			3,473,044
45 LA VERNE	32,304	0.3276%	933,620	774,414	580,810	658,252	37,800			2,984,895
46 LAWDALE	31,301	0.3174%	904,633	750,369	562,777	637,814	36,626			2,892,218
47 LOMITA	20,633	0.2092%	596,316	494,628	370,971	420,434	24,146			1,906,495
48 LONG BEACH	460,682	4.6717%	13,314,206	11,043,784	8,282,838	9,387,216	538,961			42,567,004
49 LOS ANGELES CITY	3,819,538	38.7329%	110,388,764	91,564,575	68,673,431	77,829,889	5,079,264			353,535,923
50 LYNWOOD	66,723	0.6766%	1,928,367	1,599,529	1,199,647	1,359,600	78,066			6,165,209
51 MALIBU	10,686	0.1084%	308,837	256,172	192,129	217,746	12,509			987,393
52 MANHATTAN BEACH	34,902	0.3539%	1,008,705	836,695	627,521	711,190	40,839			3,224,950
53 MAYWOOD	24,814	0.2516%	717,151	594,858	446,144	505,629	29,037			2,292,820
54 MONROVIA	37,563	0.3809%	1,085,611	900,486	675,364	765,413	43,952			3,470,827
55 MONTEBELLO	61,622	0.6249%	1,780,942	1,477,245	1,107,934	1,255,658	72,099			5,693,877
56 MONTEREY PARK	60,207	0.6105%	1,740,047	1,443,323	1,082,493	1,226,825	70,443	167,398	11,536,136	5,563,131
57 NORWALK	101,645	1.0308%	2,937,650	2,436,703	1,827,528	2,071,198	118,922			9,392,001
58 PALMDALE	167,398	1.6975%	4,837,983	4,012,979	3,009,734	3,411,032	195,847			27,003,711
59 PALOS VERDES ESTATES	12,980	0.1316%	375,136	311,165	233,374	264,491	15,192			1,199,358
60 PARAMOUNT	52,477	0.5322%	1,516,642	1,258,015	943,511	1,069,312	61,400			4,848,880
61 PASADENA	138,310	1.4026%	3,997,308	3,315,662	2,486,746	2,818,313	161,816			12,779,845
62 PICO RIVERA	61,442	0.6231%	1,775,740	1,472,930	1,104,697	1,251,990	71,888			5,677,245
63 POMONA	149,766	1.5187%	4,328,399	3,590,293	2,692,720	3,051,749	175,219			13,838,379
64 RANCHO PALOS VERDES	41,468	0.4205%	1,198,470	994,099	745,574	844,984	48,521			3,831,648
65 REDONDO BEACH	68,972	0.6994%	1,993,365	1,653,444	1,240,083	1,405,427	80,698			6,373,017
66 ROLLING HILLS	1,684	0.0171%	48,669	40,370	30,277	34,314	5,000			158,631
67 ROLLING HILLS ESTATES	8,289	0.0841%	239,561	198,710	149,032	168,903	9,704			765,910
68 ROSEMEAD	50,511	0.5122%	1,459,822	1,210,884	908,163	1,029,252	59,100			4,667,221
69 SAN DIMAS	34,352	0.3484%	992,810	823,510	617,632	699,983	40,196			3,174,130
70 SAN FERNANDO	23,519	0.2385%	679,724	563,814	422,860	479,242	27,522			2,173,162

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

PROPOSITION A, PROPOSITION C , MEASURE R and MEASURE M LOCAL RETURN, TDA ARTICLE 3 & 8 (continued)

LOCAL JURISDICTION	Population DOF Report 2022 data ⁽¹⁾	Population as % of County	Proposition A Local Return Estimate ⁽²⁾	Proposition C Local Return Estimate ⁽²⁾	Measure R Local Return Estimate ⁽²⁾	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H)		Total
								Population	Article 8 Allocation	
71 SAN GABRIEL	38,845	0.3939%	1,122,662	931,219	698,414	791,536	45,452	228,835	15,770,031	3,589,283
72 SAN MARINO	12,257	0.1243%	354,241	293,833	220,375	249,758	14,347			1,132,553
73 SANTA CLARITA	228,835	2.3206%	6,613,578	5,485,789	4,114,342	4,662,921	267,722			36,914,383
74 SANTA FE SPRINGS	18,763	0.1903%	542,271	449,799	337,350	382,330	21,958			1,733,707
75 SANTA MONICA	92,408	0.9371%	2,670,691	2,215,268	1,661,451	1,882,978	108,115			8,538,502
76 SIERRA MADRE	10,865	0.1102%	314,010	260,463	195,347	221,394	12,718			1,003,933
77 SIGNAL HILL	11,597	0.1176%	335,166	278,011	208,508	236,310	13,574			1,071,569
78 SOUTH EL MONTE	19,668	0.1994%	568,426	471,495	353,621	400,771	23,017			1,817,329
79 SOUTH GATE	93,259	0.9457%	2,695,286	2,235,668	1,676,751	1,900,318	109,111			8,617,135
80 SOUTH PASADENA	26,580	0.2695%	768,191	637,194	477,895	541,615	31,103			2,455,998
81 TEMPLE CITY	36,262	0.3677%	1,048,011	869,297	651,973	738,903	42,430			3,350,614
82 TORRANCE	144,433	1.4647%	4,174,269	3,462,447	2,596,835	2,943,080	168,980			13,345,610
83 VERNON	208	0.0021%	6,011	4,986	3,740	4,238	5,000			23,976
84 WALNUT	28,094	0.2849%	811,947	673,489	505,116	572,465	32,874			2,595,891
85 WEST COVINA	108,243	1.0977%	3,128,339	2,594,875	1,946,156	2,205,644	126,641			10,001,656
86 WEST HOLLYWOOD	35,399	0.3590%	1,023,069	848,609	636,457	721,318	41,420	136,022	9,373,877	3,270,873
87 WESTLAKE VILLAGE	8,043	0.0816%	232,451	192,812	144,609	163,890	9,417			743,180
88 WHITTIER	87,931	0.8917%	2,541,301	2,107,942	1,580,957	1,791,751	102,878			8,124,828
89 UNINCORP LA COUNTY	1,009,857	10.2407%	29,185,956	24,208,982	18,156,737	20,577,635	2,606,562			104,109,748
90 TOTAL	9,861,224	100.0000%	\$ 285,000,000	\$ 236,400,000	\$ 177,300,000	\$ 200,940,000	\$ 13,591,611	710,813	\$ 48,985,266	\$ 962,216,877

NOTES:

(1) Population estimates are based on State of California Department of Finance's (DOF) 2022 population estimates. The Unincorporated Population figure for TDA Article 8 is based on 2007 estimates by Urban Research.

(2) Proposition A, Proposition C, Measure R and Measure M Local Return funds are allocated their share of estimated revenues (minus administration) without carryover since payments are made based on actual revenues received.

TDA Article 3 Allocation:

(A) 15% of the estimated revenue is first awarded to the City of Los Angeles and Los Angeles County (30%-70% split) as Supplemental Allocation.

(B) City of Industry has opted out of the TDA Article 3 program indefinitely.

Bus Transit Subsidies FEDERAL FORMULA GRANTS

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

FEDERAL FORMULA GRANTS REVENUE ESTIMATES ^{(1),(2)}

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	<u>Section 5307 Urbanized Area Formula Grants:</u>			
	Estimated Revenue			\$ 331,435,652
2		Estimated Revenue	\$ 331,435,652	
		Off the Top:		
3		1% Enhancement Allocation	(3,314,357)	
4			<u>\$ 328,121,295</u>	
5		85% Formula Allocation	\$ 278,903,101	
		Allocated to LTSS	\$ 5,000,000	
		Allocated to Munis	\$ 273,903,101	
6		15% Discretionary Allocation	49,218,194	
7			<u>\$ 328,121,295</u>	
	<u>Section 5339 Bus and Bus Facilities Formula Grants:</u>			
8	Estimated Revenue			\$ 25,881,610
	<u>Section 5337 State of Good Repair (LA County Share of LA UZA 2):</u>			
	High Intensity Fixed Guideway:			
9	Directional Route Miles (DRM) Generated			
10	Vehicle Revenue Miles (VRM) Generated			
11			<u>\$ 139,066,494</u>	
	High Intensity Motorbus:			
12	Directional Route Miles (DRM) Generated			
13	Vehicle Revenue Miles (VRM) Generated			
14			<u>\$ 8,931,044</u>	
15	Section 5337 State of Good Repair Total Estimated Revenue			\$ 147,997,538
16	Total Federal Formula Funds Available			\$ 505,314,800

Note:

(1) Funding based on assumption of full Congressional authorization of the Infrastructure Investment and Jobs Act (IIJA).

(2) Fund allocations are based on FY22 TPM data.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

Fiscal Year 2024

FEDERAL FORMULA GRANTS (Estimated - to be Adjusted to Actual apportionment) (1)

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
	Allocation	Fund Exchanges	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	
Included Operators:										
1 Metro Bus Operations	\$ 206,440,929	\$ (15,869,320)	\$ 190,571,610	\$ 16,694,895	\$ 9,186,715	\$ 25,881,610	\$ 140,954,933	\$ 7,042,605	\$ 147,997,538	\$ 364,450,758
Municipal Operators:										
2 Arcadia	500,180	47,263	547,443	47,263	(47,263)	-	-	-	-	547,443
3 Claremont	61,454	5,807	67,261	5,807	(5,807)	-	-	-	-	67,261
4 Commerce	2,588,764	95,686	2,684,450	95,686	(95,686)	-	-	-	-	2,684,450
5 Culver City	3,865,922	365,298	4,231,220	365,298	(365,298)	-	-	-	-	4,231,220
6 Foothill Transit	35,365,884	7,412,526	42,778,409	2,550,085	(2,550,085)	-	4,862,441	(4,862,441)	-	42,778,409
7 Gardena	3,951,808	304,921	4,256,730	304,921	(304,921)	-	-	-	-	4,256,730
8 La Mirada	198,162	18,725	216,886	18,725	(18,725)	-	-	-	-	216,886
9 Long Beach	24,188,208	1,736,049	25,924,258	1,854,706	(1,854,706)	-	241,344	(241,344)	-	25,924,258
10 Montebello	5,440,349	514,069	5,954,417	514,069	(514,069)	-	-	-	-	5,954,417
11 Norwalk	9,289,234	188,540	9,477,774	188,540	(188,540)	-	-	-	-	9,477,774
12 Redondo Beach	904,481	85,466	989,947	85,466	(85,466)	-	-	-	-	989,947
13 Santa Monica	16,486,987	1,366,255	17,853,242	1,264,336	(1,264,336)	-	101,919	(101,919)	-	17,853,242
14 Torrance	3,725,967	352,073	4,078,040	352,073	(352,073)	-	-	-	-	4,078,040
15 Sub-Total	106,567,401	12,492,677	119,060,078	7,646,974	(7,646,974)	-	5,205,703	(5,205,703)	-	119,060,078
Eligible Operators:										
16 Antelope Valley	331,959	818,369	1,150,328	31,367	(31,367)	-	787,002	(787,002)	-	1,150,328
17 LADOT	15,725,088	2,334,302	18,059,390	1,284,402	(1,284,402)	-	1,049,900	(1,049,900)	-	18,059,390
18 Santa Clarita	2,370,276	223,972	2,594,248	223,972	(223,972)	-	-	-	-	2,594,248
19 Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20 Sub-Total	18,427,322	3,376,642	21,803,965	1,539,741	(1,539,741)	-	1,836,901	(1,836,901)	-	21,803,965
26 LTSS ZEV CFP										
21 Total Excluding Metro	124,994,723	15,869,320	140,864,043	9,186,715	(9,186,715)	-	7,042,605	(7,042,605)	-	140,864,043
22 Grand Total	\$ 331,435,652	\$ -	\$ 331,435,652	\$ 25,881,610	\$ -	\$ 25,881,610	\$ 147,997,538	\$ -	\$ 147,997,538	\$ 505,314,800

Note: Totals may not add due to rounding.
(1) Allocations are based on FY22 statistics.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

FEDERAL SECTION 5307 CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE	85% FORMULA ALLOCATION	LTSS Fund Exchange	15% DISCRETIONARY ALLOCATION		1% ENHANCEMENT ALLOCATION		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (1)	Total Funds Available		
					Project Title	\$ Amount	Project Title	\$ Amount						
1	Antelope Valley	0.1212%	\$ 331,959			Two (2) Battery Electric Replacement Buses	1,456,131	WAYSINE DEPLOYMENT	120,000	\$ 331,959		\$ 818,369	\$ 1,150,328	
2	Arcadia	0.1826%	500,180							500,180	47,263	547,443		
3	Claremont	0.0224%	61,454							61,454	5,807	67,261		
4	Commerce	0.3697%	1,012,633			24 Zero-Emission Double Deck Buses	8,378,532		2,588,764	95,686	2,684,450			
5	Culver City	1.4114%	3,865,922						3,865,922	365,298	4,231,220			
6	Foothill Transit	9.8529%	26,987,351		Electric Charging Station Project- Expanded Electrification: Solar Generation Equipment and Energy Storage System	564,849	Bus Stop Amenities Project	160,000	35,365,884	7,412,526	42,778,409			
7	Gardena	1.1781%	3,226,959						3,951,808	304,921	4,256,730			
8	LADOT	4.9626%	13,592,729						Downtown Yard Installation of Electric Bus Chargers	2,132,359		15,725,088	2,334,302	18,059,390
9	La Mirada	0.0723%	198,162						Long Beach Transit Facilities Modernization Program	3,500,000	Bus Stop Improvements	700,000	198,162	18,725
10	Long Beach Transit	7.1661%	19,628,208		SCR TTC/Southern California Regional Transit Training Consortium	360,000	24,188,208	(2) (360,000)					2,096,049	25,924,258
11	Montebello	1.9862%	5,440,349	5,440,349			514,069	5,954,417						
12	Metro Bus Operations (3)	64.5049%	176,680,799	5,000,000	Division 18 (Carson) Charging Infrastructure Project	24,760,130		206,440,929	(2) 360,000	(16,229,320)	190,571,610			
13	Norwalk	0.7285%	1,995,300		Replacement of 14 CNG Buses	5,781,642	Bus Stop Equity Project	1,512,292	9,289,234	188,540	9,477,774			
14	Redondo Beach	0.3302%	904,481		Replacement of 40-foot Buses	2,946,616	Real-Time Arrival Signs	160,000	904,481	85,466	989,947			
15	Santa Clarita	0.8654%	2,370,276						2,370,276	223,972	2,594,248			
	Santa Monica	4.8851%	13,380,371						16,486,987	1,366,255	17,853,242			
16	Torrance	1.3603%	3,725,967						3,725,967	352,073	4,078,040			
17	TOTAL	100.0000%	\$ 273,903,101	\$ 5,000,000		\$ 49,880,259		\$ 2,652,292	\$ 331,435,652	\$ -	\$ -	\$ 331,435,652		

Notes: Total may not add due to rounding.

(1) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(2) Second year of fund allocations to the Southern California Regional Transit Training Consortium (SCRRTC) through Long Beach Transit. Funds to the SCRRTC will be exchanged with Metro's TDA share.

(3) Due to the Infrastructure Investment Jobs Act (IIJA) leading to greater-than-expected 5307 grants, the Board approved in June 2022 to allocate \$10 million in FY22, \$5 million in FY24, and \$5 million in FY26 from 5307 to the LTSS. Metro will exchange these amounts with its PC40 fund. In FY24, \$5 million will be included in Metro's 5307 fund to cover FY24 fund exchange.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

(Estimated - to be Adjusted to Actual apportionment)

LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange	Net Funds Available ⁽¹⁾
	DRM	DRM%	DRM \$Allocation	VRM	VRM%	VRM \$Allocation			
High Intensity Fixed Guideway:									
1 Metro (Including Metrolink)	485.4	99.774%	\$ 50,771,591	27,684,200	98.806%	\$ 87,126,703	\$ 137,898,294	\$ 1,168,201	\$ 139,066,495
2 Long Beach Transit	0.5	0.103%	52,299	60,068	0.214%	189,044	241,344	(241,344)	-
3 Santa Monica	0.6	0.123%	62,758	12,443	0.044%	39,160	101,919	(101,919)	-
4 Foothill Transit	-	0.000%	-	262,121	0.936%	824,938	824,939	(824,939)	-
5 Sub-total	486.5	100.000%	50,886,648	28,018,832	100.000%	88,179,845	139,066,495	-	139,066,495
High Intensity Motorbus:									
6 Antelope Valley	23.6	13.825%	549,445	116,374	4.792%	237,556	787,002	(787,002)	-
7 Foothill Transit	39.4	23.081%	917,294	1,528,527	62.947%	3,120,208	4,037,503	(4,037,503)	-
8 LADOT	35.1	20.562%	817,183	114,003	4.695%	232,716	1,049,900	(1,049,900)	-
9 Metro Bus Operations	72.6	42.531%	1,690,243	669,370	27.566%	1,366,396	3,056,639	5,874,404	8,931,043
10 Sub-total	170.7	100.00%	3,974,166	2,428,274	100.000%	4,956,877	8,931,043	-	8,931,043
11 Total LA County Share - UZA 2	657.20		\$ 54,860,814	30,447,106	200.000%	\$ 93,136,722	\$ 147,997,538	\$ -	\$ 147,997,538

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available (1)
1	Antelope Valley	0.1212%	\$ 31,367	\$ (31,367)	\$ -
2	Arcadia	0.1826%	47,263	(47,263)	-
3	Claremont	0.0224%	5,807	(5,807)	-
4	Commerce	0.3697%	95,686	(95,686)	-
5	Culver City	1.4114%	365,298	(365,298)	-
6	Foothill Transit	9.8529%	2,550,085	(2,550,085)	-
7	Gardena	1.1781%	304,921	(304,921)	-
8	LADOT	4.9626%	1,284,402	(1,284,402)	-
9	La Mirada	0.0723%	18,725	(18,725)	-
10	Long Beach	7.1661%	1,854,706	(1,854,706)	-
11	Montebello	1.9862%	514,069	(514,069)	-
12	Metro Bus Operations	64.5049%	16,694,895	9,186,715	25,881,610
13	Norwalk	0.7285%	188,540	(188,540)	-
14	Redondo Beach	0.3302%	85,466	(85,466)	-
15	Santa Clarita	0.8654%	223,972	(223,972)	-
16	Santa Monica	4.8851%	1,264,336	(1,264,336)	-
17	Torrance	1.3603%	352,073	(352,073)	-
18	TOTAL	100.0000%	\$ 25,881,610	\$ -	\$ 25,881,610

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

CAPITAL ALLOCATION % SHARE CALCULATION

	OPERATOR	MILEAGE CALCULATION (FY22 data)				ACTIVE FLEET CALCULATION (FY22 data)						
		Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local/ 40% Express	1/3 Weight	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	1/3 Weight
1	Antelope Valley	2,628,918	832,701	1,910,431	0.9081%	62	52	62.0	0	0.0	62.0	0.6510%
2	Arcadia DR	71,270	-	42,762	0.0203%	0	0	0.0	86	2.0	2.0	0.0205%
3	Arcadia MB	191,716	-	115,030	0.0547%	8	6	7.2	0	0.0	7.2	0.0756%
4	Claremont	27,529	-	16,517	0.0079%	0	0	0.0	50	1.1	1.1	0.0119%
5	Commerce	452,573	-	271,544	0.1291%	22	13	15.6	48	1.1	16.7	0.1752%
6	Culver City	1,446,527	-	867,916	0.4125%	54	34	40.8	0	0.0	40.8	0.4284%
7	Foothill Transit	11,136,880	3,884,492	8,235,925	3.9147%	359	303	359.0	0	0.0	359.0	3.7693%
8	Gardena	1,178,632	-	707,179	0.3361%	52	24	28.8	55	1.3	30.1	0.3155%
9	LADOT	4,358,583	3,137,834	3,870,283	1.8396%	242	183	219.6	0	0.0	219.6	2.3057%
10	La Mirada	56,747	-	34,048	0.0162%	0	0	0.0	192	4.4	4.4	0.0458%
11	Long Beach	6,586,801	-	3,952,081	1.8785%	259	144	172.8	40	0.9	173.7	1.8239%
12	Montebello	1,835,718	30,753	1,113,732	0.5294%	71	47	56.4	40	0.9	57.3	0.6017%
13	Metro Bus Operations	69,539,185	3,517,924	43,130,681	20.5010%	2,360	1,558	1,869.6	0	0.0	1,869.6	19.6299%
14	Norwalk	1,036,738	-	622,043	0.2957%	34	24	28.8	0	0.0	28.8	0.3024%
15	Redondo Beach	473,836	-	284,302	0.1351%	14	14	14.0	75	1.7	15.7	0.1649%
16	Santa Clarita	1,834,350	735,839	1,394,946	0.6631%	83	66	79.2	0	0.0	79.2	0.8316%
17	Santa Monica	4,435,473	50,531	2,681,496	1.2746%	195	124	148.8	0	0.0	148.8	1.5623%
18	Torrance	1,162,536	448,103	876,763	0.4167%	63	48	57.6	54	1.2	58.8	0.6177%
19	TOTAL	108,454,012	12,638,177	70,127,678	33.3333%	3,878	2,640	3,160.2	640	14.5	3,174.7	33.3333%

Notes:

Include only MTA Funded Programs:

(1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.

(2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.

(3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

	OPERATOR	FARE UNITS (FY22 data)				UNLINKED PASSENGERS (FY22 data)		Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
		Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1	Antelope Valley	\$1,850,053	\$ 1.50	1,233,369	0.4038%	1,113,754	0.0747%	2.0375%	-1.9163%	0.1212%
2	Arcadia DR	4,138	1.00	4,138	0.0014%	15,445	0.0010%	0.0432%	0.0014%	0.0446%
3	Arcadia MB	2,620	0.50	5,240	0.0017%	24,471	0.0016%	0.1336%	0.0043%	0.1380%
4	Claremont	10,742	2.50	4,297	0.0014%	8,078	0.0005%	0.0217%	0.0007%	0.0224%
5	Commerce (1)	-	-	113,692	0.0372%	246,643	0.0165%	0.3581%	0.0116%	0.3697%
6	Culver City	1,142,579	1.00	1,142,579	0.3740%	2,267,843	0.1521%	1.3670%	0.0444%	1.4114%
7	Foothill Transit	7,480,849	1.75	4,274,771	1.3994%	6,852,419	0.4595%	9.5429%	0.3100%	9.8529%
8	Gardena	1,167,450	1.00	1,167,450	0.3822%	1,599,539	0.1073%	1.1411%	0.0371%	1.1781%
9	LADOT	911,373	1.50	607,582	0.1989%	6,893,870	0.4622%	4.8065%	0.1561%	4.9626%
10	La Mirada	19,606	1.00	19,606	0.0064%	24,653	0.0017%	0.0701%	0.0023%	0.0723%
11	Long Beach	6,958,816	1.10	6,326,196	2.0709%	17,409,861	1.1674%	6.9407%	0.2255%	7.1661%
12	Montebello	2,068,909	1.10	1,880,826	0.6157%	2,638,870	0.1769%	1.9237%	0.0625%	1.9862%
13	Metro Bus Operations	48,425,637	1.75	27,671,793	9.0585%	198,145,246	13.2860%	62.4754%	2.0294%	64.5049%
14	Norwalk	208,328	1.25	166,662	0.0546%	789,462	0.0529%	0.7056%	0.0229%	0.7285%
15	Redondo Beach	-	1.00	0	0.0000%	295,365	0.0198%	0.3198%	0.0104%	0.3302%
16	Santa Clarita	1,367,016	1.00	1,367,016	0.4475%	1,820,768	0.1221%	2.0642%	-1.1988%	0.8654%
17	Santa Monica	5,617,870	1.25	4,494,296	1.4712%	6,312,168	0.4232%	4.7314%	0.1537%	4.8851%
18	Torrance	433,500	1.00	433,500	0.1419%	2,106,014	0.1412%	1.3175%	0.0428%	1.3603%
19	TOTAL	\$77,669,486		50,913,013	16.6667%	248,564,469	16.6667%	100.0000%	0.0000%	100.0000%
Note: (1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.										
FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.										
		ANTELOPE VALLEY (FY19 data)				SANTA CLARITA (FY19 data)				
		Passenger Miles	%	Re-Allocated Share		Passenger Miles	%	Re-Allocated Share		
20	Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	28,383,366	94.0517%	1.9163%		11,404,989	58.0772%	1.1988%		
21	UZA number LA 2	1,795,116	5.9483%	0.1212%		8,232,648	41.9228%	0.8654%		
22	Total	30,178,482	100.0000%	2.0375%		19,637,637	100.0000%	2.0642%		

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

**STANDARD ASSURANCES FOR APPLICANTS
FOR LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE FUNDS (STAF)**

Claimant: _____ **Fiscal Year:** _____

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

**MTA
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1. **CERTIFIED FISCAL AND COMPLIANCE AUDIT**
 Claimant certifies that it has submitted a
 1.8.1 satisfactory, independent fiscal and compliance
 1.8.3 audit, with required certification statement, to SCAG, MTA, and the
 Department of Transportation, pursuant to PUC Section 99245 and
 CAC Section 6664 for the prior fiscal year (project year minus two).
 Claimant assures that this audit requirement will be completed for the
 current fiscal year (project year minus one), and submitted to MTA no
 later than 120 days after the close of the fiscal year.

2. **90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT)**
 Claimant certifies that it has submitted a State Controller's Report
 1.8.2 in conformance with the Uniform System of Accounts and Records,
 1.8.3 to SCAG, MTA, and the State Controller, pursuant to PUC Section
 99243, for the prior year (project year minus two). Claimant assures
 that this report will be completed for the current fiscal year (project
 year minus one), and submitted no later than 90 days after the close
 of the fiscal year.

3. **PART-TIME EMPLOYEES***
 Claimant certifies that it is not precluded, by any contract entered
 5.6.2b into on or after June 28, 1979, from employing part-time drivers or
 contracting with common carriers of persons operating under a
 franchise or license. Claimant further certifies that no person who
 was a full-time employee on June 28, 1979, shall have his or her
 employment, excluding overtime, reduced as a result of it employing
 part-time drivers or contracting with those common carriers. (PUC
 Section 99314.5c)

STANDARD ASSURANCES FOR APPLICANTS

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4. **FIFTY PERCENT EXPENDITURE LIMITATION**
2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.
5. **REVENUE RATIOS FOR OLDER OPERATORS**
2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.
6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**
2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.
7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**
2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.
- 8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**
2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

STANDARD ASSURANCES FOR APPLICANTS

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MTA TDA GUIDE SECTION

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- 8b. **REVENUE RATIOS FOR PARATRANSIT SERVICES**
Claimant filing a claim pursuant to PUC Section 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.
- 2.2.3
9. **EXTENSION OF SERVICE**
Claimant that received an allocation of Local Transportation Funds for an extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.
- 1.8.4
2.2.5
10. **RETIREMENT SERVICE**
Claimant filing a claim pursuant to PUC Section 99260 certifies that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.
- 2.1.7
- 11a. **USE OF FEDERAL FUNDS**
Claimant filing a claim for TDA funds for capital intensive projects pursuant to PUC Sec. 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.
- 2.2.1
2.2.8
- 11b. Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and filing a claim for TDA funds in excess of the amount allowed under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.
- 2.2.1d

STANDARD ASSURANCES FOR APPLICANTS

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12. **CHP CERTIFICATION**
2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.
13. **STA EFFICIENCY STANDARDS***
Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6.
14. **REDUCED TRANSIT FARES**
Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STAP Claimants Only.**

(Legal Name of Applicant/Claimant)

(Authorizing Signature)

(Print Name & Title)

CLAIM FORM

TDA CLAIM FORM

LTF PUBLIC TRANSPORTATION - ARTICLE 4

CLAIMANT:

CONTACT PERSON:_____ TELEPHONE:

DATE:_____ FISCAL YEAR:_____ COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT:

ADDRESS:

ATTENTION:

(Name and Title)

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY Allocation - Operations	\$_____
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$_____
	3. Total FY 2023 funding mark (1+2)	\$_____

Authorized Signature:

(Claimant's Chief Administrator or Finance Officer)

(Print name and title)

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT:

CONTACT PERSON:_____

TELEPHONE:

DATE:_____FISCAL YEAR:_____

COUNTY LTF: Los Angeles

ADDRESS:

ATTENTION:

(Name and Title)

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
() CAC, Section 6730 (a)	1. Payment from Unallocated-Operations	\$_____
() CAC, Section 6730 (b)		
() CAC, Section 6730 (c)	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$_____
() CAC, Section 6731 (a)		
() CAC, Section 6731 (b)		
() CAC, Section 6731 (c)	3. SB1 SGR Funds (Complete Table 2)	\$_____
	4. Total FY 2023 Fund Mark (1+2+3)	\$_____

Authorized Signature:

(Claimant's Chief Administrator or Finance Officer)

(Print name and title)

CONDITION OF APPROVAL:

Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

Table L-1 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
 BY YEAR OF EXPENDITURE (\$ 000)

MODE:

SOURCE OF CAPITAL FUNDS:	2021 Audited	2022 Actual	2023 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)			
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated			
STA from prior years reserve			
SB1 SGR			
Other State (Specify)			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R Clean Fuel Bus Capital			
Measure R 15% Local Return			
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Other Local (Specify)			
TOTAL CAPITAL REVENUE			
TOTAL CAPITAL EXPENSES			

Table L-1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
 BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF OPERATING FUNDS:**2021
Audited****2022
Actual****2023
Planned****FEDERAL CASH GRANTS AND REIMBURSEMENTS**

FTA Sec. 5307 (Sec. 9) Operating			
CMAQ (Operating)			

STATE CASH GRANTS AND REIMBURSEMENTS

TDA Current from unallocated			
STA Current from unallocated			
Other State (Specify)			

LOCAL CASH GRANTS AND REIMBURSEMENTS

Passenger Fares			
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues			
Prop. A %40 Discretionary			
Prop. A %25 Local Return			
Prop. A Incentive fund			
Prop. A Interest			
BSIP			
TSE			
Base			
MOSIP			
Prop. C %40 Discretionary			
Prop. C %20 Local Return			
Prop. C %5 Security			
Prop. C Other (Interest)			
Other Local (Specify)			

TOTAL OPERATING REVENUES**TOTAL OPERATING EXPENSES**

TABLE 2
TDA

Total Capital Funds Reserved
for Future Payment (Total A & B) :\$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2024</u>	(B) ANTICIPATED EXPENDITURE <u>FUTURE YEARS</u>
--------------------------------------	---	--

TABLE 2 (B)
STA

Total Capital Funds Reserved
for Future Payment: \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2024</u>	(B) EXPENDITURE <u>FUTURE YEARS</u>
--------------------------------------	---	---

RESOLUTION NO. 23-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FORM FOR FUNDING PROVIDED BY THE STATE TRANSPORTATION DEVELOPMENT ACT FUNDS FOR LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2023-2024

RECITALS

WHEREAS, the City of Montebello (“City”), by and through the Montebello Bus Lines (“MBL” or the “Transportation Department”), is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the Transportation Development Act of 1971 provides for a significant source of funding for public transportation in the Local Transportation Fund (LTF); and

WHEREAS, MBL is eligible to claim these funds pursuant to Article 4, Section 99260(a) of the Public Utilities Code; and

WHEREAS, the State Transit Assistance Fund (STA) provides a source of funding for public transportation from the Transportation Development Act of 1971 (TDA); and

WHEREAS, MBL is eligible to claim these STA funds pursuant to Article 4, Section 6730(a) and (b) of the California Code of Regulations; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) requires an annual claim to be submitted by local agencies in order to allocate these funds; and

WHEREAS, the City’s portion of the LTF funds allocated for MBL use is \$13,454,796 for Fiscal Year 2023-2024; and

WHEREAS, the City’s portion of the STA funds allocated for MBL to use is \$1,698,456.

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

THE DIRECTOR OF FINANCE, AS THE CITY’S CHIEF FINANCIAL OFFICER, IS GRANTED THE AUTHORITY TO SUBMIT A CLAIM FORM UNDER THE LOCAL TRANSPORTATION FUNDS AND THE STATE TRANSIT ASSISTANCE FUND.

RESOLUTION NO. 23-64

Page 2 of 3

SECTION 1. APPROVALS AND CERTIFICATIONS

1. That these LFT and STA funds shall be used to assist the City of Montebello's Transportation Department in its ongoing operations and continuance to provide the most efficient service.

SECTION 2. That the City's Director of Transportation, or his/her designee, is authorized to furnish Metro with the required claim forms and take any additional action(s) necessary to effectuate the purpose of this Resolution.

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 13TH DAY OF SEPTEMBER 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-64 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 13th day of September 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 23-64

Page 3 of 3

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 19

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-67 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED SEPTEMBER 13, 2023**

RESOLUTION NO. 23-67

**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.1558, consisting of 7 pages, and including:

Warrant No.

General: Check No. 600859 through 601003

ACH No. 4788 through 4855

Successor Agency: Check No. 1507 through 1507

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 13th day of September 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-67

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. 23-67 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 13th day of September 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. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
General Account					
4788	08/17/2023	\$1,745.87	SUPPLIES	3163	BANK OF AMERICA
4789	08/17/2023	\$5,249.73	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4790	08/17/2023	\$1,412.37	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4791	08/17/2023	\$726.42	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4792	08/17/2023	\$575.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4793	08/17/2023	\$1,951.73	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
4794	08/17/2023	\$75,181.88	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
4795	08/17/2023	\$7,375.34	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4796	08/17/2023	\$1,455.30	SUPPLIES	62880	AMERICAN MARKER
4797	08/17/2023	\$5,554.81	CONTRACT SERVICES	2102	JOHN P BEROKOFF
4798	08/17/2023	\$425.00	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
4799	08/17/2023	\$5,194.06	FUEL	962	MO DION & SONS INC
4800	08/17/2023	\$96.28	SUPPLIES	3108	MARIO ESPINOSA
4801	08/17/2023	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
4802	08/17/2023	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
4803	08/17/2023	\$10,609.00	CONTRACT SERVICES	3169	FOOTHOLD TECHNOLOGY INC
4804	08/17/2023	\$652.40	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
4805	08/17/2023	\$424.38	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
4806	08/17/2023	\$882.44	SUPPLIES	3066	V & V MANUFACTURING INC
4807	08/24/2023	\$3,375.90	TRAINING	3163	BANK OF AMERICA
4808	08/24/2023	\$134.42	SUPPLIES	3163	BANK OF AMERICA
4809	08/24/2023	\$984.87	SUPPLIES	3163	BANK OF AMERICA
4810	08/24/2023	\$466.07	SUPPLIES	3163	BANK OF AMERICA
4811	08/24/2023	\$191.86	SUPPLIES	3163	BANK OF AMERICA
4812	08/24/2023	\$3,578.00	SUPPLIES	3163	BANK OF AMERICA
4813	08/24/2023	\$468.53	SUPPLIES	3163	BANK OF AMERICA
4814	08/24/2023	\$198.16	SUPPLIES	3163	BANK OF AMERICA
4815	08/24/2023	\$2,435.50	TRAINING	3163	BANK OF AMERICA
4816	08/24/2023	\$3,359.87	SUPPLIES	62880	AMERICAN MARKER
4817	08/24/2023	\$14,374.56	CONTRACT SERVICES	3016	ANTARES GOLF LLC
4818	08/24/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
4819	08/24/2023	\$101.43	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
4820	08/24/2023	\$62,333.14	FUEL INVENTORY	962	MO DION & SONS INC
4821	08/24/2023	\$645.68	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC



City of Montebello
Register of Demands No. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
4822	08/24/2023	\$650.68	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
4823	08/24/2023	\$76,118.13	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4824	08/24/2023	\$53.45	TRAVEL & MEETINGS	59960	JO ANN PANOSIAN
4825	08/24/2023	\$39.45	SUPPLIES	1120	BLUETRITON BRANDS INC
4826	08/24/2023	\$5,705.10	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
4827	08/24/2023	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
4828	08/31/2023	\$1,991.30	TRAINING	3163	BANK OF AMERICA
4829	08/31/2023	\$1,568.41	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4830	08/31/2023	\$3,255.57	SUPPLIES	3163	BANK OF AMERICA
4831	08/31/2023	\$214.55	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4832	08/31/2023	\$1,548.58	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4833	08/31/2023	\$202.53	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4834	08/31/2023	\$111.72	FUEL	3163	BANK OF AMERICA
4835	08/31/2023	\$879.94	SUPPLIES	3163	BANK OF AMERICA
4836	08/31/2023	\$169.75	FUEL	3163	BANK OF AMERICA
4837	08/31/2023	\$59.59	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
4838	08/31/2023	\$2,997.62	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4839	08/31/2023	\$3,010.05	SUPPLIES	3163	BANK OF AMERICA
4840	08/31/2023	\$81.18	FUEL	3163	BANK OF AMERICA
4841	08/31/2023	\$2,612.40	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
4842	08/31/2023	\$219.04	FUEL	3163	BANK OF AMERICA
4843	08/31/2023	\$441.86	TRAVEL & MEETINGS	3163	BANK OF AMERICA
4844	08/31/2023	\$191.61	FUEL	3163	BANK OF AMERICA
4845	08/31/2023	\$2,795,973.62	BUILDING IMPROVEMENTS	3981	ALLIANCE BUILDING SOLUTIONS, INC.
4846	08/31/2023	\$571.22	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
4847	08/31/2023	\$34,957.59	CONTRACT SERVICES	3016	ANTARES GOLF LLC
4848	08/31/2023	\$26,643.20	CONTRACT SERVICES	2793	IBE DIGITAL
4849	08/31/2023	\$9,650.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
4850	08/31/2023	\$1,500.00	EDUCATION REIMBURSEMENT	2704	JACQUELINE LEON
4851	08/31/2023	\$200.00	TRAINING	3778	LAWRENCE MOON
4852	08/31/2023	\$341.68	CONTRACT SERVICES	19250	N/S CORPORATION
4853	08/31/2023	\$26,940.80	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
4854	08/31/2023	\$5,500.97	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
4855	08/31/2023	\$126.10	CONTRACT SERVICES	3140	WEX HEALTH INC
ACH TOTAL		\$3,226,509.27			



City of Montebello
Register of Demands No. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600859	08/15/2023	\$2,273.73	CONTRACT SERVICES	34750	BOB MURRAY & ASSOCIATES
600860	08/17/2023	\$59.03	UTILITY SERVICES	1732	AT&T CORP
600861	08/17/2023	\$1,089.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
600862	08/17/2023	\$875.00	CONTRACT SERVICES	1429	JEFF ANAYA
600863	08/17/2023	\$196.58	SUPPLIES	3650	JOSEFINA ARANA
600864	08/17/2023	\$0.00	VOID	39550	AT&T
600865	08/17/2023	\$4.41	UTILITY SERVICES	39550	AT&T
600866	08/17/2023	\$4,100.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
600867	08/17/2023	\$1,134.00	DUE TO CALIFORNIA BUILDING STANDARDS COMMISSION	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
600868	08/17/2023	\$1,396.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
600869	08/17/2023	\$13,800.03	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600870	08/17/2023	\$69.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600871	08/17/2023	\$5,296.50	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600872	08/17/2023	\$28,000.00	CONTRACT SERVICES	3417	CITY OF SANTA FE SPRINGS
600873	08/17/2023	\$822.17	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
600874	08/17/2023	\$525.00	CONTRACT SERVICES	3736	JACQUELYN ROSE DIAZ
600875	08/17/2023	\$5,844.48	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
600876	08/17/2023	\$200.00	TRAVEL & MEETINGS	4201	ALFREDO ESTRADA
600877	08/17/2023	\$5,047.43	UNIFORM EXPENSE	55650	GALLS LLC
600878	08/17/2023	\$67,860.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
600879	08/17/2023	\$100.00	PARKS AND RECREATION	2313	BIANCA GONZALEZ
600880	08/17/2023	\$1,289.45	SUPPLIES	2059	HASA INC
600881	08/17/2023	\$652.51	SUPPLIES	59300	HODGE PRODUCTS INC
600882	08/17/2023	\$960.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
600883	08/17/2023	\$15,707.92	CONTRACT SERVICES	2539	JL GROUP LLC
600884	08/17/2023	\$2,060.00	TRAVEL & MEETINGS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
600885	08/17/2023	\$776.05	VEHICLE MAINTENANCE/EXPENSES	2931	M-VISION GRAPHICS INC
600886	08/17/2023	\$25,339.13	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	3489	MARK THOMAS & COMPANY INC
600887	08/17/2023	\$2,151.80	SUPPLIES	43370	MIRACLE RECREATION EQUIPMENT COMPANY, INC
600888	08/17/2023	\$469.83	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
600889	08/17/2023	\$1,518.47	SUPPLIES	15620	OFFICE DEPOT INC
600890	08/17/2023	\$200.00	TRAVEL & MEETINGS	832	FERNANDO PELAEZ
600891	08/17/2023	\$2,496.41	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
600892	08/17/2023	\$200.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
600893	08/17/2023	\$39,157.09	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO



City of Montebello
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EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600894	08/17/2023	\$160.35	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600895	08/17/2023	\$6,150.85	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600896	08/17/2023	\$160.35	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600897	08/17/2023	\$504.91	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600898	08/17/2023	\$149.25	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600899	08/17/2023	\$160.35	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
600900	08/17/2023	\$52,912.96	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
600901	08/17/2023	\$3,653.78	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
600902	08/17/2023	\$2,542.19	UTILITY SERVICES	72570	US TELEPACIFIC CORP
600903	08/17/2023	\$119.77	CONTRACT SERVICES	3042	UNITED RENTALS (NORTH AMERICA) INC
600904	08/17/2023	\$712.50	CONTRACT SERVICES	191	VECTOR RESOURCES INC
600905	08/17/2023	\$150.00	CONTRACT SERVICES	4131	ANTONIO VIDRIO
600906	08/17/2023	\$104,939.10	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
600907	08/17/2023	\$267.00	UTILITY SERVICES	39550	AT&T
600908	08/17/2023	\$4,617.80	UTILITY SERVICES	39550	AT&T
600909	08/17/2023	\$37.75	UTILITY SERVICES	39550	AT&T
600910	08/17/2023	\$250.00	CONTRACT SERVICES	4203	DOLORES FONSECA
600911	08/24/2023	\$50.00	PARKS AND RECREATION	4214	DONNA AGUILAR
600912	08/24/2023	\$700.00	CONTRACT SERVICES	1429	JEFF ANAYA
600913	08/24/2023	\$700.00	CONTRACT SERVICES	4143	FELICITY ARAIZA-GOMEZ
600914	08/24/2023	\$2,243.00	UTILITY SERVICES	38380	AT&T
600915	08/24/2023	\$5,955.41	UTILITY SERVICES	39550	AT&T
600916	08/24/2023	\$56.84	UTILITY SERVICES	39550	AT&T
600917	08/24/2023	\$551.25	SUPPLIES	3121	C & O MFG
600918	08/24/2023	\$136.00	PARKS AND RECREATION	4205	EDMER CABALLEROS
600919	08/24/2023	\$117.14	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600920	08/24/2023	\$374.73	TRAINING	4134	ISRAEL CERVANTES
600921	08/24/2023	\$103.83	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
600922	08/24/2023	\$15,231.82	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
600923	08/24/2023	\$25.00	PARKS AND RECREATION	4209	ARMARA CHHEA
600924	08/24/2023	\$50.00	PARKS AND RECREATION	4211	VENUS COLLINS
600925	08/24/2023	\$661.50	SUPPLIES	2941	CONVEYOR MANUFACTURING & SERVICE INC
600926	08/24/2023	\$1,421.87	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
600927	08/24/2023	\$1,756.13	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
600928	08/24/2023	\$50.00	PARKS AND RECREATION	4213	STEVEN DANG
600929	08/24/2023	\$875.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ



City of Montebello
Register of Demands No. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600930	08/24/2023	\$150.00	TRAINING	3746	PAUL ESPINOSA
600931	08/24/2023	\$70.44	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
600932	08/24/2023	\$80.00	GENERAL GOVERNMENT	4216	MONICA FLORES
600933	08/24/2023	\$14,573.96	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600934	08/24/2023	\$16.66	MAIL/ POSTAL EXPENSE	3167	GLS US
600935	08/24/2023	\$300.00	GENERAL GOVERNMENT	3768	EFRAIN GONZALEZ
600936	08/24/2023	\$403.10	EDUCATION REIMBURSEMENT	3528	ESTEFANIA HERNANDEZ
600937	08/24/2023	\$400.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
600938	08/24/2023	\$980.00	CONTRACT SERVICES	2942	JAIIROS PLUMBING INC
600939	08/24/2023	\$1,994.92	LEASE PAYMENT	2405	JCB FINANCE
600940	08/24/2023	\$1,012.92	TRAINING	3507	MARK KIM
600941	08/24/2023	\$50.00	GENERAL GOVERNMENT	4210	EUN B LEE
600942	08/24/2023	\$1,200.00	DUES & SUBSCRIPTIONS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
600943	08/24/2023	\$6,208.58	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
600944	08/24/2023	\$5,305.64	SUPPLIES	4163	LZB RETAIL, INC.
600945	08/24/2023	\$136.00	PARKS AND RECREATION	4208	EVELYN MAGCALAS
600946	08/24/2023	\$4,352.62	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
600947	08/24/2023	\$741.43	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
600948	08/24/2023	\$2,000.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
600949	08/24/2023	\$300.00	CONTRACT SERVICES	3720	ANGEL NOLASCO OIDOR
600950	08/24/2023	\$486.17	SUPPLIES	15620	OFFICE DEPOT INC
600951	08/24/2023	\$1,765.00	CONTRACT SERVICES	2977	ONE STOP TINT SHOP
600952	08/24/2023	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
600953	08/24/2023	\$75.00	PARKS AND RECREATION	4212	LISA M RAMIREZ
600954	08/24/2023	\$68.00	PARKS AND RECREATION	4206	JEGAN RAVICHANDRAN
600955	08/24/2023	\$340.00	CONTRACT SERVICES	3749	JONATHAN RAYGOZA
600956	08/24/2023	\$75.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
600957	08/24/2023	\$68.00	PARKS AND RECREATION	4204	RUBEN RODRIGUEZ
600958	08/24/2023	\$2,243.13	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600959	08/24/2023	\$2,209.20	TRAINING	3448	SAVAGE TRAINING GROUP LLC
600960	08/24/2023	\$572.00	VEHICLE MAINTENANCE/EXPENSES	4024	SEFAC USA, INC.
600961	08/24/2023	\$68.00	PARKS AND RECREATION	4207	SALVADOR SOLIS
600962	08/24/2023	\$700.00	CONTRACT SERVICES	3737	ALEXIS SOTELO
600963	08/24/2023	\$8,051.56	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
600964	08/24/2023	\$3,789.85	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
600965	08/24/2023	\$936.50	CONTRACT SERVICES	3397	STERICYCLE INC



City of Montebello
Register of Demands No. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
600966	08/24/2023	\$4,647.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
600967	08/24/2023	\$3,092.06	UTILITY SERVICES	72570	US TELEPACIFIC CORP
600968	08/24/2023	\$4,364.40	SUPPLIES	69680	TRIANGLE SPORTS INC
600969	08/24/2023	\$541.31	UTILITY SERVICES	23610	VERIZON WIRELESS
600970	08/24/2023	\$847.96	CONTRACT SERVICES	2905	ZUTRA WATER
600971	08/24/2023	\$60.00	PARKS AND RECREATION	4074	DANIELA VALLE
600972	08/31/2023	\$10,100.24	PROMOTIONS	31600	4 IMPRINT
600973	08/31/2023	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
600974	08/31/2023	\$350.00	CONTRACT SERVICES	2853	ALTERNATIVE FUEL SOLUTIONS
600975	08/31/2023	\$700.00	CONTRACT SERVICES	1429	JEFF ANAYA
600976	08/31/2023	\$700.00	CONTRACT SERVICES	4143	FELICITY ARAIZA-GOMEZ
600977	08/31/2023	\$179.55	UTILITY SERVICES	39550	AT&T
600978	08/31/2023	\$10,000.00	CONTRACT SERVICES	3321	JOSE LUIS ZAVALA
600979	08/31/2023	\$2,025.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
600980	08/31/2023	\$1,218.99	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
600981	08/31/2023	\$335.22	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
600982	08/31/2023	\$1,976.15	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
600983	08/31/2023	\$1,050.00	CONTRACT SERVICES	3273	COUSYN GRADING & DEMOLITION INC
600984	08/31/2023	\$875.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
600985	08/31/2023	\$250.00	CONTRACT SERVICES	4183	CHRISTOPHER NEIL DIAZ-INFANTE
600986	08/31/2023	\$95.30	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
600987	08/31/2023	\$9,720.49	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
600988	08/31/2023	\$3,560.03	ADVERTISING/PRINTING SERVICES	3063	HALO BRANDED SOLUTIONS INC
600989	08/31/2023	\$5,520.26	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
600990	08/31/2023	\$249.74	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
600991	08/31/2023	\$1,900.00	CONTRACT SERVICES	4219	MOHAMMED KHAN
600992	08/31/2023	\$1,241.51	SUPPLIES	15620	OFFICE DEPOT INC
600993	08/31/2023	\$19,066.33	CONTRACT SERVICES	3279	PROCURE AMERICA INC
600994	08/31/2023	\$347.37	TRAVEL & MEETINGS	4120	KORINA RODRIGUEZ
600995	08/31/2023	\$14,000.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
600996	08/31/2023	\$2,844.35	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
600997	08/31/2023	\$200.00	TRAINING	35750	STEPHEN SHARPE
600998	08/31/2023	\$700.00	CONTRACT SERVICES	3737	ALEXIS SOTELO
600999	08/31/2023	\$34,360.31	NOTES PAYABLE	45630	SOUTHERN CALIFORNIA EDISON
601000	08/31/2023	\$614.22	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
601001	08/31/2023	\$538.20	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC



City of Montebello
Register of Demands No. 1558
From Payment Date 08/11/23 - To Payment Date 08/31/23

EXHIBIT A

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VEND	VENDOR NAME
601002	08/31/2023	\$1,570.40	UTILITY SERVICES	23610	VERIZON WIRELESS
601003	08/31/2023	\$148.43	SUPPLIES	2905	ZUTRA WATER
CHECK TOTAL		\$645,961.64			
Successor Agency (SA)					
1507					
	08/24/2023	\$950.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
SA TOTAL		\$950.00			
GRAND TOTAL		\$3,873,420.91			



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 - September

SEPTEMBER 27TH

Item #	Description	Session	Department	Presenter
	SGVCG - Presentation on Programs and Initiatives	Presentation	Public Affairs	David Sosnowski
	COR - Barry	Presentation	Police	Chief Espinosa
	MCAP Quarterly Update	Presentation	Fire	Chief Pelaez/Angélica Palmeros
	Police Efforts - Crime Updates per District	Presentation	Police	Chief Espinosa
	Clear Channel Digital Sign Text Code Amendment and Development Agreements	Public Hearing	Planning	Joseph Palombi
	Request from Senator Bob Archuleta to Declare the Armenian Monument as a Historical Landmark	Regular Business	Administration	Acting CM Salazar
	P.D. Trainees and Salary Update	Regular Business	HR	Nicholas Razo
	Community HUB (Whittier Blvd)	Consent	Planning	Joseph Palombi
	Cannabis Transfer/Development Agreement Modification	Consent	Planning	Joseph Palombi
	E.V. Charging Stations	Consent	Parks and Recreation	David Sosnowski
	Sewer System Management Plan	Consent	Public Works	Rita Montalvo
	Branding and Street Name Change at Golf Course	Consent	Public Works	Rita Montalvo
	Award Agr No. 4127 for Restroom Renovation (RFP No. 23-14)	Consent	Transit	Adrianna Kendricks
	Award Agr No. 4131 for Bus Graphics Decal Replacement and Repainting Services (RFP No. 23-11)	Consent	Transit	Adrianna Kendricks
	Approve a Blanket PO for Maintenance Related Bus Parts and Vehicle Fleet Parts	Consent	Transit	Adrianna Kendricks
	Approve Amendment No. 2 to Agreement No. 2669 with Clean Energy	Consent	Transit	Adrianna Kendricks
	Award of Medical Services - Medical Director	Consent	Fire	Chief Pelaez/Angelica Palmeros
	Purchase and Loan of Squad	Consent	Fire and Finance	Chief Pelaez/Michael Solorza
	Minutes	Consent	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent	Finance	Michael Solorza