



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, NOVEMBER 8, 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.montebellocity.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

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

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

a. Government Code Section 54956.9(d)(1)

Proposed Class Action Settlements

City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG

City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

b. Government Code Section 54956.9(d)(1)

Keller vs. City of Montebello, et al.

Case No: ADJ5593999, ADJ5594000, ADJ5594001

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One matter related to the Brownfield Overlay Zone

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. CITIZEN OF THE MONTH - ABRAHAM LIM

4. MOVEMBER

5. ALZHEIMER'S DISEASE AWARENESS MONTH

6. HUMAN TRAFFICKING AWARENESS MONTH

7. ATHENS SERVICES - SERVICE UPDATES

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**

8. **WAIVE FIRST READING AND INTRODUCE ORDINANCE NO. 2466 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. PC-2023-0012-GPA-ZC-LLA) FOR THE PROPERTY LOCATED AT 437 N. SPRUCE STREET TO ALLOW ZONING CONFORMITY FOR THE EXISTING COMMERCIAL AND RESIDENTIAL USES AT THE PROJECT SITE**

RECOMMENDATION: It is recommended that the City Council:

1. Uphold the recommendation from the Planning Commission to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2023-0012-GPA-ZC-LLA to amend the General Plan Designation from Boulevard Commercial to Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) and approve a Zone Change (ZC) from C-1 (Neighborhood Commercial) to C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) to allow the existing commercial and residential uses at 437 N. Spruce Street, Montebello, California 90640 (the "Project Site") to be properly designated, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive first reading and introduce Ordinance No. 2466 approving a GPA and ZC (Case No. PC-2023-0012-GPA-ZC-LLA) for the property located at the Project Site; and
3. Find and determine the GPA and ZC 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. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related, action that may be desirable.

REGULAR BUSINESS

9. **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2467 ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO AND CITY SEAL ADOPTED AND ADDED"**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2467(Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010; 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.

10. APPROVE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA's) AND NECESSARY ACCESSORIES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to execute an agreement with L.N. Curtis and Sons, Inc. for a not-to-exceed amount of \$418,500 for the purchase of 25 Self-Contained Breathing Apparatus (SCBA's) Harnesses, 52 SCBA cylinders, 85 SCBA Masks, one (1) SCBA Rapid Intervention Crew (RIC) System and necessary equipment and accessories; and
2. Find that the use of the pre-bid Sourcewell contract #032620-LNC conforms with Montebello Municipal Code Chapter 3.20.050 (F) Cooperative Purchase; and
3. Approve the surplus of the unneeded Self-Contained Breathing Apparatus (SCBA's) and any associated equipment; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$418,500 in Account No. 100-85-860-6010.60 (General Fund, Fire, Suppression, Machinery and Equipment - Personal Protective Equipment); and
5. Take such additional, related actions necessary.

11. APPROPRIATE FISCAL YEAR 2023 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects, Grant Award Number 15JCOPS-23-GG-01727-LEMH, in the amount of \$197,250; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by the following amounts in Account Nos. 265-80-833-5010.10- Grants, Police Department, LEMHWA - Mental Health Wellness, Overtime, \$27,250; 265-80-833-6040.10 - Other Contract Services: \$146,000, 265-80-833-6010.40 - Machinery and Equipment Computer Software: \$24,000, and 265-99-4198.23 - Grants, LEMHWA Mental Health Wellness (Revenue) \$197,250; and
3. Take such additional, related action that may be desirable.

12. MONTEBELLO TORNADO EVENT UPDATE REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File Montebello Tornado Event Update Report; and
2. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION NO. 23-78 APPROVING VEHICLE MILES TRAVELED (VMT) THRESHOLDS AS REQUIRED BY SENATE BILL 743

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-78 approving a threshold of significance and screening criteria for purposes of analyzing transportation impacts pursuant to the California Environmental Quality Act ("CEQA") using Vehicle Miles Traveled ("VMT") as required by Senate Bill 743 and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Determine and find that the subject is not a project within the meaning of the CEQA Guidelines Section 15378 and is therefore not subject to CEQA.
3. Take such additional, related action that may be desirable.

14. REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Manager's report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140(F) and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Department Building; and
3. Authorize the Acting City Manager to execute professional service agreements with Office Solutions Business Products & Services LLC (DBA: Blue Space Interiors), Pro Ceramic Tile, Mr. Rooter Plumbing, Western Audio Visual, and Premier Wall Systems for the repair of the first floor of the Montebello Police Department; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements); and
5. Take such additional, related action that may be desirable.

15. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3798 WITH ALLIED UNIVERSAL TO PROVIDE JAIL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3798 with Allied Universal for professional services operating the Montebello Police Department's Type 1 Jail Facility which will exercise the first of the provided two (2) year extensions; and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

16. AMEND THE FISCAL YEAR 2023-24 BUDGET BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$2,100,000 FOR THE MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Budget by increasing appropriations in the amount of \$2,100,000 in Account No. 263-30-340-6040.45 (Sewer Infrastructure Improvement, Public Works, Sewer Maintenance, Contract Services-Sewer Maintenance) and Account No. 263-99-4025.10 (Sewer Infrastructure Improvement, SWRCB-Sewer Infrastructure Improvement) to fund the Downtown Sewer Infrastructure Improvement Project; and
2. Take such additional, related action that may be desirable.

17. APPROVE RECEIPT OF SUBWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES) FOR FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AND APPROPRIATE GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of \$2,211,745 in grant funding awarded to the City by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program as a Subaward from the California Office of Emergency Services (Cal-OES); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$2,211,745 in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]) and Account No. 262-99-4198.15 (Cal-OES EOC, Cal-EOS [Revenue]); and
3. Take such additional, related action that may be desirable.

18. CALL FOR MEETING FOR NOVEMBER 22, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Regular City Council Meeting on November 22, 2023, to begin at 6:00 p.m. for closed session and immediately commence the open meeting at the conclusion of closed session and not wait until 7:00 p.m., or to commence the open meeting at 6:00 p.m. if there are no closed session items; and
2. Take such additional, related action that may be desirable.

19. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP No. 24-9) FOR A SOURCE CAPTURE EXHAUST SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuance of a Request for Proposals (RFP No. 24-9) for a source capture exhaust system; and
2. Take such additional, related action that may be desirable.

20. APPROVE A REVENUE SHARING AGREEMENT No. 4161 BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT FOR THE MONTEBELLO FIRE DEPARTMENT EDUCATIONAL AND TRAINING PROGRAMS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the Acting City Manager to execute a Revenue Sharing Agreement No. 4161 between the City of Montebello and the Los Angeles Community College District (LACCD) for the Montebello Fire Department Educational and Training Programs; and
2. Take such additional, related action that may be desirable.

21. APPROVE REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND QUIET CANNON MANAGEMENT (QCM) TO INCLUDE PAYMENT OF PRIOR INVOICES AND AMEND THE FISCAL YEAR 2023-24 BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Reimbursement Agreement between the City of Montebello and Quiet Cannon Management, Inc. (QCM) related to the payment of invoices for "Campus Host Services" at Quiet Cannon for the period of July 2019 through September 2023; and
2. Approve the payment of invoices for landscape services of the surrounding areas at the Quiet Cannon for the period of January 2022 through September 2023; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$338,318 in Account No. 610-66-6040.10 (Golf Course, Quiet Cannon Perimeter, Other Contract Services); and
4. Take such additional, related action that may be desirable.

22. APPROVE SOLE-SOURCE PURCHASE OF A FARO TECHNOLOGIES, INC. TRAFFIC LASER SCANNER

RECOMMENDATION: It is recommended that the City Council:

1. Approve a sole-source purchase order with Faro Technologies, Inc, for the total not-to-exceed amount of \$65,000 to procure a laser scanner used for traffic accident 3-D reconstruction; and
2. Take such additional, related action that may be desirable.

23. AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION OF THE SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Plans and Estimate for the Construction of the Senior Center Renovation Project at 115 S. Taylor Avenue; and
2. Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
3. Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the notice of Exemption with Los Angeles Registrar-Recorder; and

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

24. APPROVAL OF COOPERATIVE AGREEMENT NO. 4160 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR WASHINGTON BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4160 (Attachment A) with the Los Angeles County Department of Public Works for the Washington Boulevard Traffic Signal Synchronization Program (TSSP); and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by allocating unprogrammed funds in fund 215 (Proposition C) by increasing appropriations by \$559,800 (Account No. 215-99-7116, Proposition C, Improvements other than Building); and
4. Take such additional, related action that may be desirable.

25. APPROVAL OF MINUTES: OCTOBER 11, 2023 CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

26. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-79 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 08, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-79 approving the Warrant Register dated November 08, 2023

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 22, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, November 5, 2023, no later than 6:00 p.m.**



Kimberly Guillen, 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 # 8

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **WAIVE FIRST READING AND INTRODUCE ORDINANCE NO. 2466 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. PC-2023-0012-GPA-ZC-LLA) FOR THE PROPERTY LOCATED AT 437 N. SPRUCE STREET TO ALLOW ZONING CONFORMITY FOR THE EXISTING COMMERCIAL AND RESIDENTIAL USES AT THE PROJECT SITE**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Uphold the recommendation from the Planning Commission to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2023-0012-GPA-ZC-LLA to amend the General Plan Designation from Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) and approve a Zone Change (ZC) from C-1 (Neighborhood Commercial) to C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) to allow the existing commercial and residential uses at 437 N. Spruce Street, Montebello, California 90640 (the "Project Site") to be properly designated, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive first reading and introduce Ordinance No. 2466 approving a GPA and ZC (Case No. PC-2023-0012-GPA-ZC-LLA) for the property located at the Project Site; and
3. Find and determine the GPA and ZC 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. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and

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

FISCAL IMPACT:

There is no fiscal impact by approving a General Plan Amendment and Zone Change for the property located at 437 N. Spruce Street.

BACKGROUND/DISCUSSION:

On October 17, 2023, the Planning Commission held a duly noticed public hearing and considered the proposal for a General Plan Amendment, Zone Change, and Lot Line Adjustment (Case No. PC-2023-0012-GPA-ZC-LLA) to allow: 1) the General Plan designation to be changed from Boulevard Commercial to Boulevard Commercial and Low Density Residential; 2) the zoning designation to change from C-1 (Neighborhood Commercial) to C-1 and R-1 (Single-family Residential); and 3) the untying and reconfiguration of the lot lines of two existing lots at the property located at 437 North Spruce Street.

The Planning Commission approved a Lot Line Adjustment and recommended that the City Council approve GPA and ZC (Case No. PC-2023-0012-GPA-ZC-LLA). Approval of the Lot Line Adjustment is contingent upon the City Council's approval of the GPA and ZC. The action of the Planning Commission was taken by a 3-0-0-2 vote with 3 members voting in favor of the proposal and 2 members being absent.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed General Plan Amendment and Zone Change (Case No. PC-2023-0012-GPA-ZC-LLA) before the City Council are not considered a project per the CEQA definition of a project since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption). CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change. The Planning Commission determined that the related Lot Line Adjustment for the adjustment of the boundary lines of the two lots at the Project Site is categorically exempt from CEQA under Section §15315 (Minor Land Divisions). Here, the City Council is specifically being asked to determine and find that the GPA and ZC are also exempt.

ANALYSIS:

The Applicant seeks approval to adjust the lot line boundaries of the two lots which are established at the Project Site. While this portion of the project was approved at a duly noticed public hearing before the Planning Commission during its meeting held on October 17, 2023, the discussion of the lot line adjustment is included here for background on the full scope of the proposed project. The Project Site is currently improved with a single-family residence totaling 1,396 square feet and a commercial building totaling 2,550 square feet which both cross over existing lot lines. The Project Site consists of one (1) parcel (Assessor's Parcel Number 6345-004-022) with two (2)

tied lots which run vertically as portrayed in Exhibit "B-1" below.

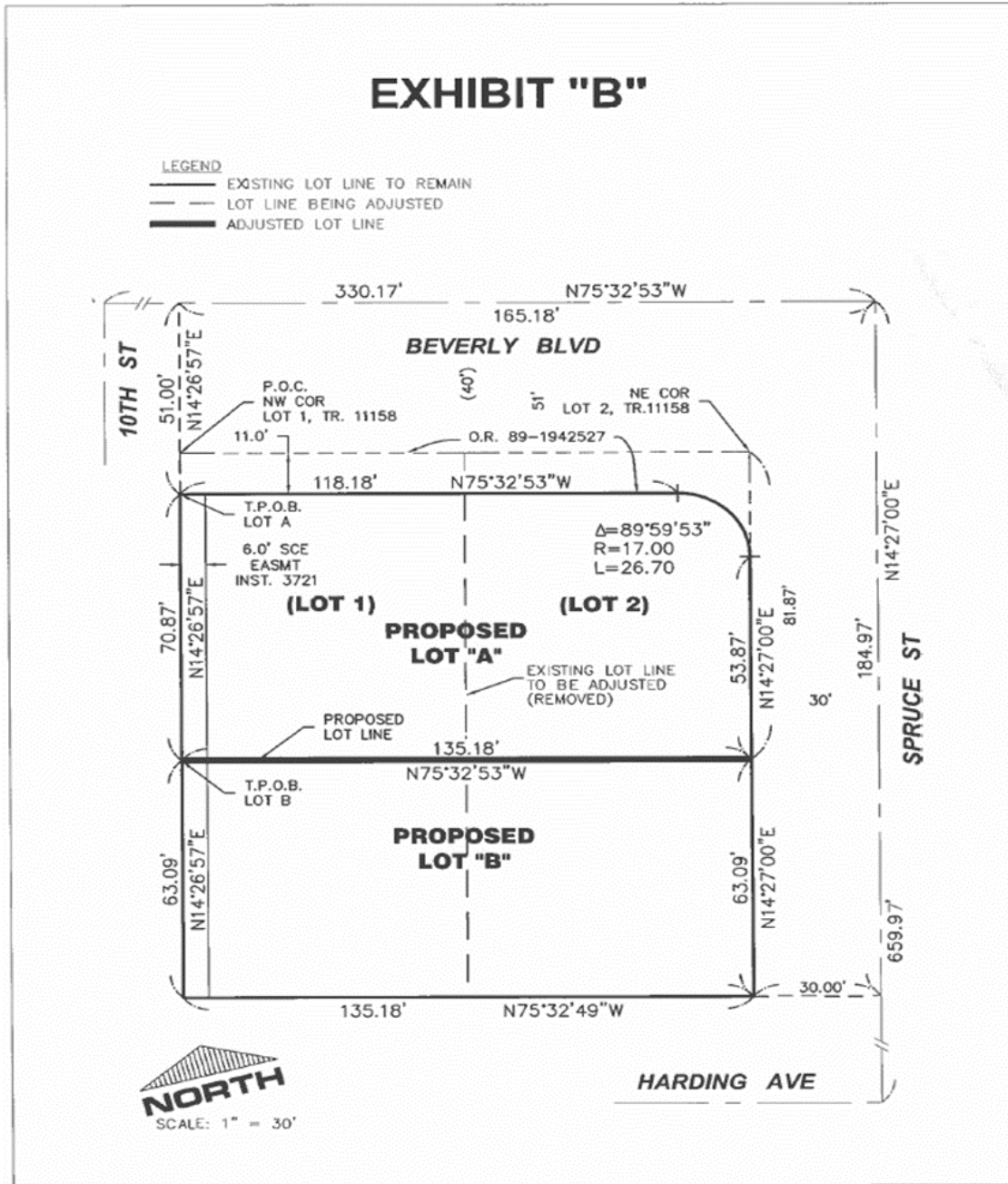
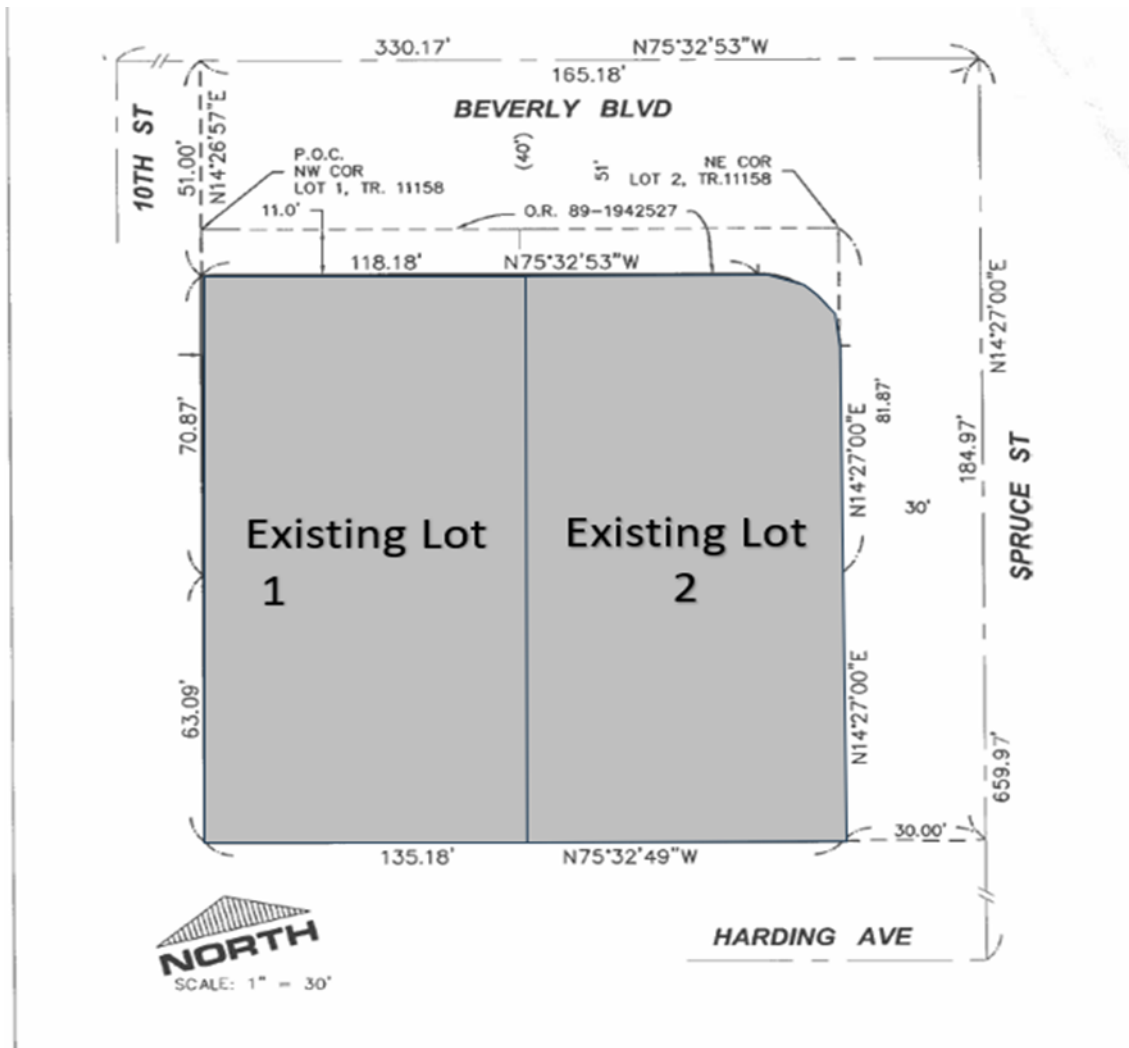


EXHIBIT "B-1"



"Lot 1", as identified in Exhibit "B-1", consists of 9,058 square feet while "Lot 2" consists of 8,990 square feet. By adjusting the existing lot lines to run horizontally instead of vertically, the intent of the Applicant is to allow both the existing commercial and residential uses to be contained entirely within their own lots as "Proposed Lot "A"" and "Proposed Lot "B"" as well as displayed in Exhibit "B" to remove the nonconformity of the lots. After readjusting the existing lot lines, the "Proposed Lot "A"", as identified in Exhibit "B", will consist of 9,519 square feet in size while the "Proposed Lot "B"" will consist of 8,529 square feet in size. Per the Montebello Municipal Code (MMC) Chapters 17.10 and 17.22 et seq., the minimum lot size for a commercially and residentially zoned lot shall be 5,000 square feet. The proposed lot configuration will meet and exceed the minimum lot size requirements.

In addition to the proposed lot line adjustment, the Applicant is requesting to keep the General Plan and Zoning designations of the "Proposed Lot "A"" as Boulevard Commercial and C-1 (Neighborhood Commercial), as well as requesting to change the General Plan and Zoning Designations of the "Proposed Lot "B"" to Low Density Residential and R-1 (Single-Family Residential). No alterations or modifications are

proposed to any of the structures existing at the site. The proposed zoning and general plan amendments are compatible with the surrounding area considering that the site has already been established for years, with the commercial development being situated along the main Beverly Boulevard with other commercial land uses and the residential development being situated near other single family residential developments.

GENERAL PLAN LAND USE AND HOUSING ELEMENT

The General Plan Land Use Element designations proposed for the Project Site include the City's Boulevard Commercial and Low-Density Residential land use designations. The following General Plan Land Use Element goals and policies are applicable to the project proposal:

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

General Plan Land Use Commercial Policy #1 states that "Commercial development in the City should be sited in appropriate locations according to need."

General Plan Land Use Commercial Policy #5 states that "the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City."

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

The proposed project conforms to the City of Montebello General Plan Land Use Element in that the residential and commercial developments existing at the project site have been established for well over 60 years, showcasing the compatibility of the different uses at the site. This is in line with the intent of General Plan Land Use Residential Policy #2 related to residential developments being compatible with adjacent commercial development. The single-family residential home at the site was originally built in 1948 while the commercial structure at the site was originally built in 1968. The commercial development at the site includes a barber shop and a beauty salon. These services help to meet the needs of the residents in the surrounding residentially designated areas consistent with General Plan Land Use Element Goal #1. Additionally, the proposed General Plan Amendment, Zone Change, and Lot Line Adjustment would allow the project site to be arranged in a more orderly manner considering that the existing land uses at the site are not fully compatible with the underlying General Plan and Zoning designations.

FINDINGS

Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's

application for zone changes requires the applicant to thoroughly respond to the following items:

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

The zone change is consistent with the objectives and policies of the General Plan in that the land use type and density of the project site is appropriate to the neighborhood and the surrounding uses. The existing commercial development is consistent with the other commercial developments situated along Beverly Boulevard while the existing residential development is consistent with the other single-family residential homes situated along Spruce Street. Additionally, the site is physically suitable for the proposed zone change considering that no new development is being considered in conjunction with the proposal and the existing residential and commercial developments will remain intact with no physical or structural changes. The proposed zone change is not likely to cause any substantial environmental damage, or to cause any serious public health problems. The General Plan Land Use analysis provided above further demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the single-family home which exists at the site is not consistent with the General Plan and Zoning designation of the Project Site. Due to this inconsistency, the Project Site is currently considered non-conforming. By changing the zone of the two lots existing at the site, the Zone Change will bring the property into conformity with the City's General Plan and Zoning Code. The proposed Zone Change will allow for the more reasonable development of the site and allow the property owner increased flexibility in managing and maintaining the site.

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

The residential component of the Project Site has been constructed as a single-family residence since 1948 while the commercial component was constructed in 1958. The Zone Change would not create problems harmful to public health, safety, and general welfare considering that the scope of the project does not entail any new development and the site will remain the same as it has been for over the past 60 years. Any future development at the site will be reviewed to ensure consistency with the MMC, which will ensure that the project will not create problems harmful to public health, safety, and general welfare.

SUMMARY:

Staff requests that the City Council conduct a public hearing to consider all matters presented, waive the first reading, and introduce Ordinance No. 2466 upholding the Planning Commission's recommendation to approve the General Plan Amendment and

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 7 of 7

Zone Change (Case No. PC-2023-0012-GPA-ZC-LLA). Approval of the General Plan Amendment and Zone Change allows the related Lot Line Adjustment approved by the Planning Commission to move forward. Additionally, staff is requesting the City Council find and determine the GPA and ZC to be statutorily exempt from the CEQA under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

ATTACHMENT(S)

1. Attachment A- Ordinance No. 2466 (PC-2023-0012-GPA-ZC-LLA)
2. Attachment B - Public Hearing Notice
3. Attachment C - Resolution No. 19-23
4. Attachment D - PC Resolution No. 20-23
5. Attachment E- CEQA NOE - 437 N. Spruce Street

NEXT STEPS:

N/A

ORDINANCE NO. 2466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT (“GPA”) AND ZONE CHANGE (“ZC”) (“CASE NO. PC-2023-0012-GPA-ZC-LLA”) TO AMEND THE GENERAL PLAN LAND USE DESIGNATION FROM BOULEVARD COMMERCIAL TO BOULEVARD COMMERCIAL (PROPOSED LOT A) AND LOW DENSITY RESIDENTIAL (PROPOSED LOT B) AS WELL TO APPROVE A ZONE CHANGE (ZC) FROM C-1 (NEIGHBORHOOD COMMERCIAL) TO C-1 (PROPOSED LOT A) AND R-1 (SINGLE FAMILY RESIDENTIAL) (PROPOSED LOT B) FOR THE PROPERTY LOCATED AT 437 NORTH SPRUCE STREET (“PROJECT SITE”), AND FINDING THAT THE GENERAL PLAN AMENDMENT AND ZONE CHANGE ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello (“City”) received an application from Steven Rounds (“Applicant”) for a General Plan Amendment, Zone Change, and Lot Line Adjustment (Case No. PC-2023-0012-GPA-ZC-LLA) to allow: 1) the General Plan designation to be changed from Boulevard Commercial to Boulevard Commercial and Low Density Residential; 2) the zoning designation to change from C-1 (Neighborhood Commercial) to C-1 and R-1 (Single-family Residential); and 3) the untying and reconfiguration of the lot lines of two existing lots at the project site (“Project”) located at 437 N. Spruce Street (“Project Site”); and

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

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

WHEREAS, on October 17, 2023, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 20-23 recommending that the City Council approve General Plan Amendment and Zone Change Case No. PC-2023-0012-GPA-ZC-LLA; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act (“CEQA”) Guidelines (Cal. Code

Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the GPA and ZC (PC-2023-0012-GPA-ZC-LLA) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption) and no physical changes will occur as a result of the activity; and

WHEREAS, on November 8, 2023, the City Council conducted a duly noticed public hearing on the proposed general plan amendment and zone change, at which the City Council received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

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

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

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

SECTION 2. FINDINGS.

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

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

The zone change is consistent with the objectives and policies of the General Plan in that the land use type and density of the project site is appropriate to the neighborhood and the surrounding uses. The existing commercial development is consistent with the other commercial developments situated along Beverly Boulevard while the existing residential development is consistent with the other single-family residential homes situated along Spruce Street. Additionally, the site is physically suitable for the proposed zone change considering that no new

development is being considered in conjunction with the proposal and the existing residential and commercial developments will remain intact with no physical or structural changes. The proposed zone change is not likely to cause any substantial environmental damage, or to cause any serious public health problems. The General Plan Land Use analysis provided in the related staff report demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the single-family home which exists at the site is not consistent with the General Plan and Zoning designation of the Project Site. Due to this inconsistency, the Project Site is currently considered non-conforming. By changing the zone of the two lots existing at the site, the Zone Change will bring the property into conformity with the City's General Plan and Zoning Code. The proposed Zone Change will allow for the more reasonable development of the site and allow the property owner increased flexibility in managing and maintaining the site.

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

The residential component of the Project Site has been constructed as a single-family residence since 1948 while the commercial component was constructed in 1958. The Zone Change would not create problems harmful to the public health, safety, and general welfare considering that the scope of the project does not entail any new development and the site will remain the same as it has been for over the past 60 years. Any future development at the site will be reviewed to ensure consistency with the MMC which will ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The City Council hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed GPA and ZC. It should be further noted that during the duly noticed Planning Commission public hearing, the Planning Commission also found the related Lot Line Adjustment for the contemplated Project to be Categorically Exempt per Section §15315 (Minor Land Divisions).

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official General Plan Land Use Map and Zoning Map to reflect the General Plan Land Use Designation of Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) as well to reflect the Zoning designation of C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) for the property located at 437 North Spruce Street.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on the 30th day following its final passage and adoption.

PASSED, APPROVED AND ADOPTED 8TH DAY OF NOVEMBER, 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 Ordinance No. 2466 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 8th day of November, 2023 and that said Ordinance 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 Ordinance is a true, full and correct copy of an Ordinance 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 CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE TO CONSIDER A GENERAL PLAN AMENDMENT AND ZONE CHANGE
CEQA Guidelines § 15061(b)(3)

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the “City Council”) will conduct a public hearing regarding the proposed General Plan Amendment and Zone Change (Case No. PC-2023-0012-GPA-ZC-LLA) for the property located at 437 N. Spruce Street, Montebello, California 90640. The Public Hearing will be held in the Council Chamber of the City Council located at 1600 W. Beverly Blvd.

PUBLIC HEARING INFORMATION:

Date: Wednesday, November 8, 2023
Time: 6:00 p.m., or as soon as possible thereafter as the matter can be heard
Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640

PROJECT DESCRIPTION: The project site consists of two lots with a total lot area of approximately 18,090 square feet improved with an existing commercial use and a single-family residential dwelling unit. At its meeting on October 17, 2023, the Planning Commission approved a lot line adjustment (Case No. PC-2023-0012-GPA-ZC-LLA) to reconfigure the boundaries of the two lots so that the existing commercial use is contained within a separate dedicated lot and the existing residential use is contained within a separate dedicated lot intended to be consistent with the respective uses. The proposed General Plan Amendment and Zone Change would amend the General Plan and Zoning designation of the newly configured lots from Boulevard Commercial (General Plan Designation) and Neighborhood Commercial (Zoning designation) to Boulevard Commercial and Neighborhood Commercial for the proposed “Lot A” as well as Low Density Residential and Single Family Residential for the proposed “Lot B.” No new construction is proposed in conjunction with this project. The project includes the following discretionary reviews: General Plan Amendment and Zone Change.

APPLICANT: Steven Rounds

ENVIRONMENTAL: Pursuant to the California Environmental Act (CEQA), the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change.

For those interested in making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, November 8, 2023 at 6:00 p.m. In addition, the City has created an email address (ccpubliccomment@montebellocal.gov) where the public can submit written public comments no later than Wednesday, November 8, 2023 at 3:00 p.m. These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City’s webpage under the City Clerk tab, https://www.montebellocal.gov/departments/administration/city_clerks_office/city_council_successor_agency_meetings. If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the Public Hearing. The proposed material is available by contacting the City Clerk’s Office at 323-887-1216.

Kimberly Guillen, Senior Deputy City Clerk

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 19-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING LOT LINE ADJUSTMENT NO. PC-2023-0012-GPA-ZC-LLA TO RECONFIGURE THE BOUNDARY LINES FOR THE TWO LOTS LOCATED AT 437 N. SPRUCE STREET AND FINDING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT MINOR LAND DIVISIONS EXEMPTION (CEQA SECTION 15315) TO BE APPLICABLE TO THE PROPOSED PROJECT (ENV NO. 11-23-CE)

WHEREAS, a Lot Line Adjustment ("LLA") (PC-2023-0012-GPA-ZC-LLA) application has been received and accepted; and

WHEREAS, the LLA would allow the lot lines existing at 437 N. Spruce Street ("Project Site") to be untied and adjusted; and

WHEREAS, on July 31, 2023, Steven Rounds ("Applicant") filed a LLA application (PC-2023-0012-GPA-ZC-LLA) to adjust the property lines at the Project Site ("Project"); and

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

WHEREAS, the LLA (PC-2023-0012-GPA-ZC-LLA) is considered a "project," as per the CEQA definition of a "project"; and

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

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

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

SECTION 1. RECITALS. Based on staff presentations, testimony, and all other evidence presented to the Planning Commission during the noticed public hearing on this matter, the Planning Commission hereby finds and declares that the foregoing recitals are true and correct, and expressly incorporates them as substantive findings into this Resolution.

SECTION 2. FINDINGS. Pursuant to Section 16.04.030 of the City of Montebello Municipal Code, the following findings are hereby adopted as the findings of the Planning Commission:

a. The following findings are hereby adopted as the Findings of the Planning Commission:

1. Describe how the proposed Lot Line Adjustment/ Merger, together with its design and improvement, is consistent with the General Plan and with any applicable specific plan;

The proposed Lot Line Adjustment, together with the proposed General Plan Amendment and Zone Change, will allow the subject site to be consistent with the General Plan. As it stands, the property currently has both a residential and a commercial component crossing the boundaries of the existing lots. Since the Project Site is primarily designated for commercial uses with a General Plan Land Use Designation of Boulevard Commercial, the residential portion of the property is considered nonconforming. After the reconfiguration of the two lots is complete and the General Plan Amendment and Zone change are finalized, there will be a distinct commercial lot and a distinct residential lot. Aside from the reconfiguration of the lot lines, everything else at the project site will remain the same and no alterations or expansions will be made at the Project Site. Additionally, the Lot Line Adjustment and the project proposal overall are consistent with the General Plan as reflected in the "General Plan Land Use Element" analysis found within the related staff report.

2. Describe how the proposed Lot Line Adjustment/Merger, together with its design and improvement, satisfies the requirements of the Zoning Code and the Subdivision Map Act.

The Lot Line Adjustment, together with the proposed General Plan Amendment and Zone Change, satisfy the requirements of the Zoning Code in that the project will allow the underlying uses at the project site to be consistent with the Zoning Code. Typically, residential land uses are not

allowed within commercial zones in the City of Montebello. The reconfiguration of the property boundaries through the Lot Line Adjustment will allow for the two newly proposed lots to have their own distinct commercial and residential zoning designations. Furthermore, with the reconfiguration of the lots, each lot will meet and exceed the minimum lot size requirements for a commercial and residentially zoned lot. Additionally, the requirements of the Subdivision Map Act are also satisfied considering that the number of lots at the project site will remain the same and all other requirements of Section 66412 of the Subdivision Map Act are met.

SECTION 3. CEQA. The Planning Commission finds that the LLA (Case No. PC-2023-0012-GPA-ZC-LLA) is categorically exempt by the Minor Land Divisions exemption found under CEQA Section 15315.

SECTION 4. APPROVALS. The Planning Commission hereby approves LLA (Case No. PC-2023-0012-GPA-ZC-LLA) for the adjustment of the boundary lines for the property located at 437 N. Spruce Street subject to the conditions of approval set forth in Section 5 of this Resolution.

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

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director ("Director")

of the Planning and Community Development Department ("Planning Department") to be in substantial compliance with these provisions.

3. Development of the site shall be consistent with all provisions of the Montebello Municipal Code ("MMC"), Lot Line Adjustment ("LLA") application (PC-2023-0012-GPA-ZC-LLA), and the specifications of the Planning Department.
4. Within 30 days of the Planning Department transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.
5. The Applicant shall be responsible for recording with the Los Angeles County Recorder a Certificate of Compliance that has been approved by the City's Planning Manager ("Planning Manager") and the City Engineer. A Grant Deed containing legal descriptions matching the legal descriptions contained in the Certificate of Compliance shall be included in the documents recorded with the Los Angeles County Recorder. Proof of recordation shall be provided to the Planning Manager prior to the issuance of any permits.
6. The approval of the Lot Line Adjustment shall expire if the rights granted are not exercised within one (1) year from the effective date of the Lot Line Adjustment. Exercise of rights shall mean the recording with the Los Angeles County Recorder a Certificate of Compliance that has been approved by the Planning Department Director and the City Engineer or similar activities demonstrating the intent to proceed with the project, as determined by the Planning Department Director. The Planning Commission may extend this period for one (1) year upon receipt of written request by the applicant at least thirty (30) days before the expiration date.
7. The Applicant, Owner, Management and/or successor of the use shall bear full cost (hereinafter referred to as the "Inspection Fees") of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.
8. This approval shall not supersede the approval of any other affected agencies. The applicant shall comply with Federal, State, and local requirements.

9. The specifications of the Montebello Public Works Department and the Engineering Division shall be complied with:

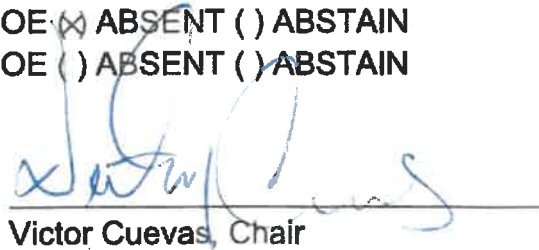
a. The Applicant will continue to work with the Public Works Department and Engineering Division to finalize the certification of the Lot Line Adjustment and will, upon request, provide the Public Works Department with any additional information or documentation required.

10. A site plan showing existing structures set back to the newly created property lines shall be submitted to the Building Official for approval.

11. The applicant shall file an application to formally assign an address for each of the two newly established lots.

PASSED AND ADOPTED this 17th day of October, 2023 by the Planning Commission.

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


Victor Cuevas, Chair

ATTEST:


Joseph A. Palombi, Director
Planning & Community Development Department

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 20-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT ("GPA") AND ZONE CHANGE ("ZC") ("CASE NO. PC-2023-0012-GPA-ZC-LLA") AMENDING THE GENERAL PLAN AND ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 437 NORTH SPRUCE AVENUE ("PROJECT SITE"), AND FINDING THAT THE GENERAL PLAN AMENDMENT AND ZONE CHANGE ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello ("City") received an application from Steven Rounds ("Applicant") for a General Plan Amendment, Zone Change, and Lot Line Adjustment (Case No. PC-2023-0012-GPA-ZC-LLA) to allow: 1) the General Plan designation to be changed from Boulevard Commercial to Boulevard Commercial and Low Density Residential; 2) the zoning designation to change from C-1 (Neighborhood Commercial) to C-1 and R-1 (Single-family Residential); and 3) the untying and reconfiguration of the lot lines of two existing lots at the property located at 437 North Spruce Street ("Project Site"); and

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

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

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

WHEREAS, the GPA and ZC (PC-2023-0012-GPA-ZC-LLA) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption); and

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

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

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

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

SECTION 2. FINDINGS.

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

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

The zone change is consistent with the objectives and policies of the General Plan in that the land use type and density of the project site is appropriate to the neighborhood and the surrounding uses. The existing commercial development is consistent with the other commercial developments situated along Beverly Boulevard while the existing residential development is consistent with the other single-family residential homes situated along Spruce Street. Additionally, the site is physically suitable for the proposed zone change considering that no new development is being considered in conjunction with the proposal and the existing residential and commercial developments will remain intact with no physical or structural changes. The proposed zone change is not likely to cause any substantial environmental damage, or to cause any serious public health problems. The General Plan Land Use analysis provided in the related staff report further demonstrates how the proposed zone change is consistent with the objectives and policies of the General Plan.

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

The Zone Change is necessary because the single-family home which exists at the site is not consistent with the General Plan and Zoning designation of the Project Site. Due to this inconsistency, the Project Site is currently considered non-conforming. By changing the zone of the two lots existing at the site, the Zone Change will bring the property into conformity with the City's General Plan and Zoning Code. The proposed Zone Change will allow for the more reasonable development of the site and allow the property owner increased flexibility in managing and maintaining the site.

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

The residential component of the Project Site has been constructed as a single-family residence since 1948 while the commercial component was constructed in 1958. The Zone Change would not create problems harmful to the public health, safety, and general welfare considering that the scope of the project does not entail any new development and the site will remain the same as it has been for over the past 60 years. Any future development at the site will be reviewed to ensure consistency with the MMC which will ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed GPA and ZC. The approval of this resolution is advisory to the City Council and no final action is taken, further justifying this action being exempt from CEQA under section 15061(b)(3). It should be further noted that during the duly noticed public hearing, the Planning Commission also found the related Lot Line Adjustment for the contemplated Project to be Categorically Exempt per CEQA Section §15315 (Minor Land Divisions).

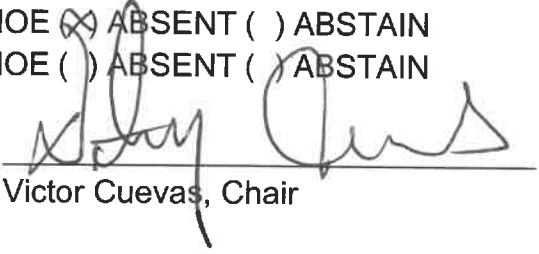
SECTION 4. APPROVALS. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the approval of the zone change and recommends City Council approval of the General Plan Amendment and Zone Change (PC-2023-0012-GPA-ZC-LLA) to allow the General Plan designation of the Project Site to be changed from Boulevard Commercial to Boulevard Commercial and Low Density Residential as well as to allow the zone to be changed from C-1 to C-1 and R-1. The General Plan Amendment and Zone Change will allow the newly created lots to have separate land use and zoning designations and

remove the nonconformity for the existing residential use.

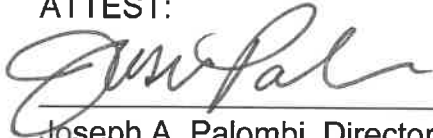
SECTION 5. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 17th day of October, 2023 by the Planning Commission.

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


Victor Cuevas, Chair

ATTEST:



Joseph A. Palombi, Director
Planning & Community Development Department

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: 437 N. Spruce Street General Plan Amendment and Zone Change
Project Location: 437 N. Spruce Street
Case Number(s): PC-2023-0012-GPA-ZC-LLA & ENV No. 11-23-CE

Description of Nature, Purpose, and Beneficiaries of Project: The project involves changing the General Plan designation of the project location from Boulevard Commercial to Boulevard Commercial (proposed Lot A) and Low Density Residential (proposed Lot B) as well as changing the zone of the property from C-1 (Neighborhood Commercial) to C-1 (proposed Lot A) and R-1 (Single Family Residential) (proposed Lot B) to allow the existing commercial and residential developments at the Project Site to be properly designated. The main beneficiary of the project is the property owner, Steven Rounds.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Steven Rounds

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☐ Statutory Exemptions. State code number:
☒ Common Sense Exemption. Section number: CEQA Section §15061(b)(3)

Justification for Project Exemption:

The project is considered covered by the common sense exemption found under CEQA Section §15061(b)(3). The common sense exemption section states that “CEQA applies only to projects which have the potential for causing a significant effect on the environment” and also states that “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The proposed General Plan Amendment and Zone Change do not have the potential to degrade the quality of the environment or have a significant effect on the environment. Additionally, a separate Notice of Exemption has been prepared for the Lot Line Adjustment related to the adjustment of the property lines at the site and the Planning Commission found this portion of the project to be exempt from CEQA pursuant to CEQA Section §15315 (Minor Land Divisions).

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development
Area Code/Telephone/Extension: (323) 887-1478

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

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

☒ Signed by Lead Agency ☐ Signed by Applicant



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2467
ADDING THE NEW CITY OF MONTEBELLO LOGO AND ITS
VARIATIONS TO MUNICIPAL CODE SECTION 1.16.010 "CITY LOGO
AND CITY SEAL ADOPTED AND ADDED"**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2467(Attachment "A") to add the new City of Montebello logo and its variations to Municipal Code Section 1.16.010; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to adoption of this ordinance.

BACKGROUND/DISCUSSION:

On October 28, 2020, the first introduction of the Ordinance amending Chapter 1.16 "City Seal" was presented to the City Council to protect the City's seal, logo, badges, and other identifiable markings from unauthorized use. The City seal, logo, badges, and other identifiable markings represent the City of Montebello exclusively, and as such it is important to protect the City's identity illustrated through these unique graphic images. The City's various identifiable marks, seal, logo, badges and other identifiable graphics are not protected sufficiently enough under the City's current Municipal Code. For example, the Code does not expressly provide for the protection and unauthorized use of the City's letterhead, and Montebello Fire Department's, Montebello Police

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Department's or Montebello Bus Line's logos, badges and other identifiable insignia.

In 2023, the City of Montebello created a new City logo style. If adopted, the attached draft Ordinance No. 2467 will add the new logo and its variations to the gallery of logos, icons and badges already protected by the Montebello Municipal Code from unauthorized use.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

City staff recommends that the City Council conduct a first reading and introduction of Ordinance No. 2467 to add the new City logo and its variations to Montebello Municipal Code Section 1.16.010.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2467 - Adopting New City Logo

NEXT STEPS:

N/A

ORDINANCE NO. 2467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTION 1.16.010 OF CHAPTER 1.16 OF THE MONTEBELLO MUNICIPAL CODE TO ADD THE NEW CITY LOGO AND ITS VARIATIONS TO THE GALLERY OF THOSE PROTECTED UNDER THE MUNICIPAL CODE FROM UNAUTHORIZED USE

WHEREAS, the City of Montebello (“City”) was incorporated on October 16, 1920, and regulations identifying the proper use and permissions for the City seal, graphical City seal, City Logo, badges, and other identifiable markings outlined in Chapter 1.16 “CITY SEAL” of the Montebello Municipal Code (“MMC”) require revisions to provide greater protection and appropriate notice; and

WHEREAS, in 2023, the City of Montebello adopted a new City logo and in order to ensure that the City seal, graphical City seal, City Logo, badges, and other identifiable markings are utilized for appropriate circumstances only, an amendment to Chapter 1.16 of the MMC is warranted.

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

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; ADDITIONS. Section 1.16.010 – City Logo and City Seal adopted and added – is hereby amended to add the image of the new City logo and its variations to the gallery of logos, badges and icons protected from unauthorized use under the Municipal Code.





SECTION 3. 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 4. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. 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.

PASSED, APPROVED, AND ADOPTED ____TH DAY OF _____ 2023.

David N. Torres, Mayor

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ORDINANCE NO. 2467

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ATTEST:

Christopher Jimenez, City Clerk



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: APPROVE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA's) AND NECESSARY ACCESSORIES

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize Staff to execute an agreement with L.N. Curtis and Sons, Inc. for a not-to-exceed amount of \$418,500 for the purchase of 25 Self-Contained Breathing Apparatus (SCBA's) Harnesses, 52 SCBA cylinders, 85 SCBA Masks, one (1) SCBA Rapid Intervention Crew (RIC) System and necessary equipment and accessories; and
2. Find that the use of the pre-bid Sourcewell contract #032620-LNC conforms with Montebello Municipal Code Chapter 3.20.050 (F) Cooperative Purchase; and
3. Approve the surplus of the unneeded Self-Contained Breathing Apparatus (SCBA's) and any associated equipment; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$418,500 in Account No. 100-85-860-6010.60 (General Fund, Fire, Suppression, Machinery and Equipment - Personal Protective Equipment); and
5. Take such additional, related actions necessary.

FISCAL IMPACT:

Staff is recommending the purchase of Self-Contained Breathing Apparatus (SCBA's) and related equipment to replace aging and out-dated equipment utilized by the City's Fire Department first-responder personnel. This recommended purchase represents one-half of the total needed equipment, with the second phase of the purchase to occur in Fiscal Year 2024-25. This purchase is estimated to cost \$418,500 for twenty-five (25)

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Self-Contained Breathing Apparatus (SCBA's) Harnesses, fifty-two (52) SCBA cylinders, eighty-five (85) SCBA Masks, one (1) SCBA Rapid Intervention Crew (RIC) System and necessary equipment and accessories. (This amount includes a 15% contingency given the current volatility of markets and associated pricing, see Attachment B for detailed quote.)

This purchase will require authorization to amend the Fiscal Year 2023-24 budget by increasing appropriations by \$418,500 in Account No. 100-85-860-6010.60 (General Fund, Fire, Suppression, Machinery and Equipment - Personal Protective Equipment). The purchase will be completed using Sourcewell Contract #032620 with L.N. Curtis & Sons (Attachment A), as permitted under Montebello Municipal Code Section 3.20.050(F), Cooperative Purchase.

BACKGROUND/DISCUSSION:

In 2009, the Montebello Fire Department utilized a grant to purchase Sperian Warrior Self-Contained Breathing Apparatus (SCBA) and related equipment. This purchase was made to replace an older style SCBA in use at the time in order to be compatible with surrounding firefighting agencies. Compatibility with surrounding agencies is vital for firefighter safety in the event of a downed or otherwise incapacitated firefighter. The connections on the SCBA that must be compatible are the Universal Air Connection (UAC) and the Emergency Breathing Safety System (EBSS).

In 2016, after Sperian was acquired by Honeywell, the Montebello Fire Department was provided new SCBA's that were covered by the original grant to mitigate issues with the previous SCBA and to follow National Fire Protection Association (NFPA) 1951 and National Fire Protection Association (NFPA) 1852 (2013 Edition) guidelines. These SCBA's remain in use today. These replacement SCBA's only included the harness and not the air cylinders that are used in conjunction with the harness. Since then, NFPA has published new guidelines for SCBA's (NFPA 1951 and 1852, 2018 Edition).

The SCBA cylinders are high pressure cylinders that contain oxygen regulated throughout the SCBA harness and eventually breathed by the firefighters. These cylinders are highly regulated by NFPA, California Occupational Safety and Health Administration (Cal/OSHA), National Institute for Occupational Safety and Health (NIOSH), and the Department of Transportation (DOT). These cylinders are required to be tested every 5 years and have a maximum lifespan of 15 years. The current cylinders in-use that were purchased in 2009 are coming to the end of the 15 year lifespan limit. Half of the SCBA cylinders will expire in 2024 and the other half will expire in 2025. Attached to these cylinders are a valve and a coupling that attaches to the SCBA harness. These couplings are not compatible with other SCBA harnesses, which limits their compatibility with surrounding firefighting agencies.

There are three main components to a Self-Contained Breathing Apparatus (SCBA). The first component is the harness. The harness contains various pressure regulators, hoses, wiring, and computer hardware. The harness is the brains of the entire system and mounts the second component which is the SCBA cylinder. The cylinder contains the oxygen that firefighters breathe while inside an Immediately Dangerous to Life and Health

(IDLH) atmosphere. These cylinders are rated at a high pressure and require hydrostatic testing every 5 years. These cylinders can only be utilized for 15 years per the National Fire Protection Association (NFPA) 1951 and National Fire Protection Association (NFPA) 1852 guidelines. The last component of the SCBA is the mask. The SCBA mask is customized to fit each individual Firefighter and a fit test is conducted annually to ensure each firefighter has a properly fitted mask.

The Los Angeles County Fire Department extensively tested multiple brands of SCBA's at training events that include live burns, vertical ventilation over live fire, search and rescue in live fire conditions, and hose deployment in live fire conditions. The conclusion of the testing by Los Angeles County Fire Department (LACoFD) determined that MSA Safety Incorporated should be awarded the contract for the purchase of NFPA 2018-compliant SCBA's. The Sourcwell Contract (Attachment A) with L.N. Curtis & Sons will allow Montebello Fire Department to purchase the SCBAs and related equipment manufactured by MSA Safety Incorporated (Attachment B).

Montebello Fire Department staff researched and prepared the cost of upgrading all outdated and soon-to-expire SCBA equipment, providing a phased plan to begin the replacement of all outdated SCBAs. The quote for 50 SCBA Harnesses, 130 Cylinders, 70 SCBA Masks, and all necessary accessories and equipment from L.N. Curtis and Sons was \$661,522. (This purchase would replace all SCBAs at once.) Due to the increase in cost and the urgent need to replace this essential piece of equipment, staff is recommending the purchase of 25 Self-Contained Breathing Apparatus (SCBA's) Harnesses, 52 SCBA cylinders, 85 SCBA Masks, one SCBA Rapid Intervention Crew (RIC) System and all necessary equipment and accessories. The Department will budget for the additional replacements in Fiscal Year 2024-25, with the intent of purchasing the remaining needed SCBA's next fiscal year.

The recommended 25 SCBAs will outfit the current front-line apparatus and firefighting staff. However, it does not take into account the need for spare SCBA's if some should need repair. Further, the Montebello Fire Department is actively preparing to change its service model by adding Paramedic Squads. Once these Paramedic Squads are implemented, more SCBAs will be needed to outfit those respective units. Given these urgent circumstances, it is imperative to purchase the recommended equipment in Fiscal Year 2023-24 and complete the purchasing process during FY 2024-25.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff is recommending approval of the acquisition and purchase of Self-Contained Breathing Apparatus (SCBA's) in Fiscal Year 2023-24, with plans to budget for the additional SCBA's in FY 2024-25. The estimated purchase per the quote is \$418,500 (which includes a 15% contingency) for twenty-five (25) Self-Contained Breathing Apparatus (SCBA's) Harnesses, fifty-two (52) SCBA cylinders, eighty-five (85) SCBA Masks, one (1) SCBA Rapid Intervention Crew (RIC) System and necessary equipment and accessories. This purchase will require authorization to amend the Fiscal Year 2023-24 budget by increasing appropriations by \$418,500 in Account No.100-85-860-6010.60 (General Fund, Fire, Suppression, Machinery and Equipment - Personal Protective Equipment).

ATTACHMENT(S)

1. Attachment A - L.N. Curtis Contract RFP # 032620
2. Attachment B - SCBA Quote Phase 1

NEXT STEPS:

N/A

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **L.N. Curtis & Sons**, 185 Lennox Lane, Suite 100, Walnut Creek, CA 94598 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 5/5/2020 | 5:08 PM CDT

L.N. Curtis & Sons

DocuSigned by:
By: Nick Lawrence
105BA01D37894D8...
Nick Lawrence

Title: Special Programs Director

Date: 5/5/2020 | 6:44 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 5/5/2020 | 8:49 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: L.N. Curtis & sons

Does your company conduct business under any other name? If yes, please state: Curtis

Address: 185 Lennon Lane
Suite 110
Walnut Creek, CA 94598

Contact: Nick Lawrence

Email: NLawrence@LNCurtis.com

Phone: 510-499-4112

HST#:

Submission Details

Created On: Thursday January 23, 2020 10:16:32

Submitted On: Thursday March 26, 2020 00:10:18

Submitted By: Nick Lawrence

Email: NLawrence@LNCurtis.com

Transaction #: b5d08568-4a99-4569-a09e-e53cd565fff3

Submitter's IP Address: 98.210.41.56

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	L.N. Curtis & sons (Curtis)	*
2	Proposer Address:	185 Lennox Lane Suite 100 Walnut Creek, CA 94598	*
3	Proposer website address:	http://www.lncurtis.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Nick Lawrence, Special Programs Director	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Lawrence, Special Programs Director 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLawrence@LNCurtis.com (510) 499-4112	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Lloyd, Executive Director of Sales 185 Lennon Lane, Suite 110 Walnut Creek, CA 94598 NLloyd@LNCurtis.com (740) 590-3446 Tim Henderson, Senior Vice President 4647 S. 33rd Street Phoenix, AZ 85040 THenderson@LNCurtis.com (510) 207-1568	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	L.N. Curtis & sons (Curtis) has a long history with emergency responders. Lloyd N. "Pop" Curtis founded our company in 1929. "Pop's" brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator - a first of its kind. The Depression of the early 30's interrupted many American lives. It most certainly hindered the sale of a resuscitator that was a very expensive piece of equipment for its day (as much as a new Chevy or Ford). Thus, "Pop" found himself trying to support a family and unable to make ends meet. He was, however, an extremely popular salesperson. It seemed firefighters liked him very much, respected his tenacity and were intent on keeping him afloat. It became their practice when "Pop" came around for a sales call to ask him "to pick up some fire boots and bring them next time he visited." Then fire boots turned into "Lloyd, we could use some turnouts on your next visit. How about it?" This is how L.N. Curtis & sons as we know it today was born. Finally, the economy improved enough that, with the addition of a very small inheritance, "Pop" was able to buy a car and get back on the road. His sons, Jay and Bill were named "partners" and the "L.N. Curtis" company immediately evolved into, "L.N. Curtis & sons." 451 Hudson Street in Oakland, California was the garage that opened the doors to what has become one of the most successful distributors of emergency responder equipment in the United States. "Pop", Jay, and Bill Curtis each worked diligently in every capacity to be successful and support their family. In fact, none of them ever retired and each worked actively in the business until their deaths. Salt Lake City, Utah, became the home for Curtis' second Customer Service and Operations Center. Jay Curtis' son-in-law, Steven L. Chandler, ran this division until his retirement in 2009. In 1945, Curtis' third Customer Service and Operations Center opened in Seattle, Washington. Eventually, three more Customer Service and Operations Centers have opened. These new Centers support customers in Southern California and Southern Nevada; the Southwest; and, U.S. Military customers world-wide. Bill Curtis managed Curtis from 1946 until 1988. Upon his death in 2005, Bill's son, Paul Curtis, became President and CEO of the company. Curtis' headquarters and the home of the Curtis' Pacific North Customer Service Center and Special Programs was moved in 2020 from Oakland, CA, to Walnut Creek, CA. Jeff Curtis, a great grandson of "Pop" Curtis is currently Vice President of Operations and Customer Service, while Roger Curtis, also a great grandson of "Pop" Curtis, is currently Vice President of Marketing and Administration. During subsequent years, four additions were made to the L.N. Curtis & sons' family of companies: ECMS, Firefighters Bookstore, Curtis Force Protection, and Curtis Blue Line. ECMS performs ensemble care and maintenance for emergency responders. ECMS includes six operations centers (Las Vegas, NV, Oakland, CA, La Mirada (Los Angeles), CA, Phoenix, AZ, Kent, WA, and Salt Lake City, UT). Firefighters Bookstore services emergency responders on a world-wide basis with educational and training services. Curtis Force Protection specializes in assisting federal agencies, located world-wide, with products and services supporting missions related to defense, security and enforcement. Curtis Blue Line (CBL) services law enforcement agencies and their members from six operations centers and retail stores. CBL locations are in Boise, ID, Kent, WA, Phoenix, AZ, Tigard, OR, Salt Lake City, UT, and West Sacramento, CA. Throughout the decades, Curtis' mission has remained constant: "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions and return safely home to family and friends." In honor of those we serve, Curtis established a corporate-wide trademark, "Tools for Heroes"
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8	Provide a detailed description of the products and services that you are offering in your proposal.	Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of manufacturers to form a compilation of product catalogs representing those products related to this solicitation that are required and most in demand to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. CURTIS' offer includes one or more brands or styles for the following general product categories that are defined within the solicitation: 1. Personal Protective Equipment (PPE) 2. Breathing Air Compressor Systems 3. PPE-related Services	*
9	What are your company's expectations in the event of an award?	Curtis expects to: • Fulfill customer requirements, accurately, timely and with significant value • Curtis expects to make the ensuing contract very valuable to Sourcewell and to the membership • Curtis expects to make a fair profit	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the attachment, "Item 10 – Curtis Financials"	*
11	What is your US market share for the solutions that you are proposing?	Curtis estimates that we have between 50%-65% of our served markets that comprises the products contained in our proposal.	*
12	What is your Canadian market share, if any?	Curtis does not sell into the Canadian market.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Curtis has never petitioned or entered into bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Curtis is a distributor/dealer/reseller for all brands and models that are included in this proposal. Please note that written authorization from our manufacturers is available on request as there is no apparent place in the documentation section of the on-line submission process for inserting authorizations from the manufacturers included in this offer.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Curtis holds a license to conduct business in the thirteen Western States, with facilities in Washington, Oregon, Utah, Arizona, Idaho and California.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Curtis has never been suspended or excluded (debarred) from participating in any program, contract, or other business opportunity by any customer or group of customers.	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Curtis' proposal includes products representing the following categories and sub-categories: 1. PERSONAL PROTECTIVE EQUIPMENT (PPE) • Firefighter Protective Clothing (structural and proximity [aircraft]) - o Turnout Jackets - o Turnout Pants - o Firefighting Boots - o Firefighting Gloves - o Firefighting Hoods • Wildland Fire Fighting Protective Gear - o Wildland Jackets - o Wildland Pants - o Wildland Boots - o Wildland Gloves - o Wildland Hoods • Technical Rescue Protective Gear - o Tech Rescue Jackets - o Tech Rescue Pants - o Tech Rescue Boots - o Tech Rescue Gloves • Station-Wear - o Blouses (shirts) - o Jackets - o Pants - o Footwear • Self-Contained Breathing Apparatus (SCBA) - o Back-Packs - o Facepieces - o Cylinders - o Regulator - o RIC UAC - o PASS - o Replacements parts and accessories • Miscellaneous PPE-related equipment - o Belts - o Packs - o Other 2. BREATHING AIR COMPRESSOR SYSTEMS • Breathing Air Systems (mobile and stationary) • Fill Stations • Storage Systems 3. PPE-RELATED SERVICES • Pre-sales Support (requirements definition and support to specification development) • Post-Sales Support (sizing, use and care training, assistance during deployment, repair and maintenance) • Inspection, Cleaning & Repair Support (proposal includes providing the membership a Verified Independent Service Provider offering NFPA 1851-compliant inspection, cleaning, and repair of personal protective equipment)
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	None	*
19	What percentage of your sales are to the governmental sector in the past three years	Public sector agencies, including federal, state and local agencies, comprise in excess of 90% of total corporate sales. The balance are primarily sales to individuals, mainly those employed by the public sector.	*
20	What percentage of your sales are to the education sector in the past three years	Education entities comprised less than 1% of total corporate sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis has several cooperative purchasing contracts in place at the state, regional and national levels. Of note: NPPGov: Sales on these multiple nation-wide contracts have gross sales, on average, of two-million dollars per reporting quarter. Houston-Galveston Area Council: Sales on these multiple nation-wide contracts have gross sales, of on average, approximately ten-thousand dollars per reporting quarter. GSA: Sales on this national/world-wide cooperative, of on average, approximately six-million dollars per year.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Curtis is conducting activities in support of our second twenty-year GSA contract (GSA Contract 47QSWA18D009Y). Sales have averaged in excess of six-million dollars, per year.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
The City of Los Angeles, CA City of Los Angeles Fire Department	Captain Joe Hill	213-485-6121	*
The County of Los Angeles, CA Los Angeles County Fire Department	Captain Tim Vanderlip	818-880-4411	*
Salt Lake City Fire Department	Deputy Chief Chris Milne	801-319-7910	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Defense Logistics Agency (DLA)	Government	Pennsylvania - PA	Provide a wide array of firefighting equipment, tools, and PPE, aircraft/crash rescue, hazardous material response, emergency medical services, homeland security, and domestic preparedness serving a world-wide DoD customer base	Range from a few hundred-dollars to a millions-of-dollars	Averaging approximately twenty-million dollars per years, 2017-2019	*
General Services Administration (GSA)	Government	Texas - TX	Provide a wide array of products to include firefighting and rescue equipment, PPE, law enforcement and security equipment, special purpose clothing, and related equipment and services for a world-wide federal agency customer base.	Range from a few hundred dollars to a few thousand dollars	Averaging approximately six-million dollars per year	*
The County of Los Angeles Fire Department	Government	California - CA	Provide a wide array of products to include Firefighting gear, Wildland gear, station PPE.	averages around \$50,000	average yearly sales volume totals approximately \$2M	*
The City of Los Angeles Fire Department	Government	California - CA	Products include firefighting tools, heavy rescue equipment, and water flow equipment	averages around \$50,000	average yearly sales volume totals approximately \$2.3M	*
Salt Lake City Fire Department	Government	Utah - UT	Provide PPE and sizing services	A few hundred to a few thousand dollars	Sales grew from \$53.8K in 2018 to \$201.5K in 2019	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	The Curtis Operation Center is the primary resource available to our customers for receiving technical and product support and customer service. Curtis' Fire & Emergency Services Operation Centers are located in the following locations: Curtis Walnut Creek Operations Center Corporate HQ Special Program Office (Programs and Contracts Management) 185 Lennon Lane, Suite 110 Walnut Creek, California 94598 800.443.3556 Tel 510.839.5325 Fax Curtis Salt Lake City Operations Center 1635 Gramercy Road Salt Lake City, Utah 84101 800.426.0509 Tel 801.487.1278 Fax Curtis Seattle Operations Center 6507 S. 208th Street Kent, Washington 98032 800.426.6633 Tel 206.622.2723 Fax Curtis Los Angeles Operations Center 16821 Knott Avenue La Mirada, CA 90638866.557.0254 Tel 323.780.1484 Fax Curtis Phoenix Operations Center 4647 South 33rd Street Phoenix, AZ 85040 877.453.3911 Tel 602.453.3910 Fax Curtis Customer Service will support the Sourcewell Program in several critical areas of sales support who provide face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction. Refer to attachment, "Item 25 – Curtis Municipal Area Sales Managers"	*
26	Dealer network or other distribution methods.	Other than local, regional, national and international shipping companies, Curtis will deploy no additional distribution channel networks.	*
27	Service force.	In addition to providing significant pre-sales support and services, Curtis deploys teams to provide significant post-sales support to our customer community: - Warehousing & Inventory—logistics management and inventory control specialists who ensure the right parts go to the right customer - Marketing Specialists—provides educational information and training on a wide array of PPE industry topics; conducts training classes on products and product maintenance and repair procedures; and, offers seminars on specific products and product families and industry-specific standards, specifications and requirements. Areas of expertise include F&ES training, breathing air compressors, personal protective equipment, self-contained breathing apparatus, respirators, rescue tools and equipment, thermal imaging, hydraulics and water flow, and gas detection. - Factory-certified Product Technicians—provides in-house and mobile repair and maintenance services; warranty repairs, and annual, or as requested preventative maintenance - Personal Protective Equipment and Ensemble Care & Maintenance—Curtis' wholly-owned subsidiary, ECMS, Inc. a five-facility operation, provides inspection, cleaning, and repair services of personal protective equipment to all National Fire Protection Association (NFPA) standards - Manufacturer Field and Product Technician Teams—Curtis has access to supplier specialists and technical teams for customer support and education - CurtisCARE—Curtis provides our customers with training and on-boarding support, inspection, repair and maintenance services for PPE, Rescue Tools, SCBA, Compressors, Small Engine Repair, and other related products.	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although customer and technical support is available between the hours of 7:00am and 5:00pm, local time, Monday through Friday at each of our Customer Service Operation Centers, Curtis understands that "normal office hours" has lost all real meaning in the global marketplace. Serving a world-wide customer community spanning all time zones, Curtis' customers contact a company representative in any of several ways, twenty-four hours a day, seven days a week, and three-hundred, sixty-five days a year (24/7/365) to discuss order placement, order tracking, problem resolution, and the myriad of other topics that will arise throughout the term of a business relationship. Curtis' customers contact company customer sales, service, and technical representatives via telephone, cell phone, email, or facsimile using the contact information listed on our web-site and also included in this section. It is a standard operating procedure that all outside sales representatives and management provide office, cell phone numbers, and email addresses to the company's customers. This enables Curtis' customers to contact the company's sales force directly for sales and service requests 24/7/365. Additionally, using toll-free numbers during "outside-of-normal" business hours or on national holidays, CURTIS representatives are contacted directly or via message service 24/7/365 in order to immediately respond to emergency or non-emergency situations. CURTIS' representatives will respond to all customer inquiries within 4 hours between the hours of 7am-5pm (local) Monday through Friday or within 24 hours during non-duty hours or national holidays.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All products included in this Curtis proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As previously discussed in #29, all products included in Curtis' proposal are available to the membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, Hawaii, and other states as may be acceptable to our manufacturing partners, without limitations. Curtis will, with manufacturer approval on a case-by-case basis, provide products to members, nation-wide.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. Curtis will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between Curtis and the member. Curtis quoted prices for shipments to the continental USA will be FOB: Origin, freight added and will be calculated using the following formula: List price less the brand discount plus an estimated freight charge. The customer invoice will include actual freight charges as a separate line item. Note: For those customers requiring a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine freight costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Curtis' sales teams will target the areas with greatest population densities because population densities typically correlate directly with the number of serving firefighters. However, our outside sales and customer service representative teams will also target ALL potential agency participants within the western 13 states as agency near-term procurement plans are identified. Specifically, immediately after contract award, our marketing department will announce the award on our web-site and other on-line public forums in which we participate with our customers. Additionally, Curtis' marketing department will prepare marketing collateral for distribution by our sales teams and through e-blast notifications to targeted customers (customers with near-term, open requirements). This collateral will explain the cooperative purchasing opportunity that is available to our customers through the new contract, and how, using this new contract the public agency may purchase a wide variety of products and services while saving time, man-power, and money. We also offer a commitment to support Sourcewell in marketing campaigns and industry conferences to advertise the cooperative purchasing opportunities made available to the membership and to potential new members via the new contract. Please refer to attached example of a previous Curtis Marketing Plan that was customized to address a specific served-market segment, "Item 32 - Curtis Rescue Tool Marketing Plan."
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Curtis recognizes the importance of utilizing technology and digital data to drive marketing effectiveness. Multiple, robust cross-digital marketing programs are already in place and being developed on a regular basis to support Curtis sales initiatives, brand awareness, and product promotion. Metadata is reviewed to determine potential changes and alternate means to increase the reach and effectiveness of the marketing message in alignment with the program goals. A showcase of Curtis abilities is a cross-digital program in-place to support the Curtis sales initiative of promoting the MSA G1 SCBA which includes: • LNCurtis.com Homepage – Main Product Merchandising Space • LNCurtis.com Homepage – Call to Action Banner for Lead Generation • LNCurtis.com – Call to Action Pop-up Modal for Lead Generation • MSA G1 SCBA Landing Page (https://www.lncurtis.com/msa-g1-scba) • MSA G1 SCBA Product Detail Page (https://www.lncurtis.com/MSA-G1-SCBA-4500-psig-Operating-System_2) • Social Media Posts and Ads • Email Marketing • Industry Website Ads • Search Engine Ads • Search Engine Optimization includes, among other parameters - o Keyword Campaigns - o Metadata - o Rich Content - o Backlinking A recent success story is the increase in leads for the Curtis Technical Services team for SCBA cylinder hydro testing. Creating a search engine keyword ad campaign with metadata focus has driven a substantial increase in visits to the Curtis hydro-test landing page: https://www.lncurtis.com/hydro-testing. Curtis practices continual improvement and as this hydro test digital program has evolved, we've made adjustments to the ad campaign and identified landing page improvements—some updates already completed and some in-process.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As previously discussed, marketing collateral will be provided to the Curtis Sales Teams during a contract kick-off (K/O) meeting. New contract Kick-Off meetings [virtual or physical presence] are standard operating procedures. Sourcewell Personnel are encouraged to attend these K/O meetings whenever possible to establish relationships with Curtis personnel and to make sure all necessary information is exchanged. Subjects covered during Curtis' K/O meetings include program / contract introduction and overview; brands, prices and discounts offered; rules of engagement (contract terms and conditions); procedures for quotes, order entry and post-sales support; and, any other program-specific information that will help the sales force gain understanding of and motivation to exploit the opportunities afforded by the new contract. In our view, Sourcewell can play as large or as small a part as the COOP may desire. Curtis is well versed in conducting successful sales and marketing campaigns and fully expect to "hit the ground" prepared, running, and successful.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Curtis' eCommerce Storefront and eCommerce Catalog allows customers to connect to Curtis' system in real time using the Internet to search Curtis' product catalog, place orders, check the status of orders, check product pricing and availability, and review account information. Curtis' electronic order entry system provides customers with 24-hour service, support, and sales. The company's eCommerce storefront is a fully integrated, multi-channel sales and customer self-service portal solution that offers Curtis' trading partners and customers the ability to place orders. Some of the features of Curtis' eCommerce Storefront include: • Quick and secure customer access • Real-time order entry system • Email order confirmation A portion of Curtis' commercial catalog is included in our eCommerce Storefront, in a searchable online format with links to images, documents, and products. Curtis' eCommerce Catalog provides customers with the latest product information, pricing, and availability on a World Wide Web storefront. Additional features of Curtis' eCommerce Catalog include: • An attribute-based system, used to search for products • Additional fields of information for searching • Unlimited links from the catalog records to images, specification documents, and page references As the state of the art of the ITS for this contract evolves, Curtis stands ready to adapt to any IT-related updates as may be required to accommodate the needs of the Sourcewell membership. Curtis has on-line ordering systems (OLOS) that have been customized (product catalogs and pricing) to address as-contracted requirements from several public agencies. These secure on-line ordering systems enable authorized users to log-in and purchase as-contracted products, at as-contracted prices. These OLOS are available 24/7/365 to authorized end users.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	It's not JUST about products! Curtis' CurtisCARE Program offers members with significant opportunities to receive pre-sales and post-delivery training and other related product support. Curtis' post-delivery services are usually provided as a part of a purchase order coupled with a statement of work (SOW) that Curtis receives from the customer. Curtis often works with the customer to define and develop an appropriate SOW. Often, Curtis provides customer training in equipment use; inspection, repair, maintenance; and, safety during deployment at no cost to the member. A sampling of available value-added training, available through our CurtisCARE program, includes: • Complete Personal Protective Equipment (PPE) product education and training, maintenance, repair and cleaning services • Complete Self-Contained Breathing Apparatus (SCBA) product education, training, fit-testing, and maintenance services. • Complete gas detection product education, training, and maintenance services • Complete rescue tool product education, training, and maintenance services • Complete breathing air compressor product education, training and maintenance services • Complete Firefighting training towers and buildings, and Firefighting training prop product education, training, and maintenance service CurtisCARE is provided by Curtis' product and service specialists, including service technicians, PPE education and training specialists, rescue tool education and training specialists, and several product demonstration vehicles that routinely visit customer sites. An integral part of Curtis' product education and training involves our outside sales representatives. These professionals provide product education, training seminars, and hands-on demonstration. Additionally, Curtis' suppliers are a valuable and valued asset for product and service training programs.	*
37	Describe any technological advances that your proposed products or services offer.	Curtis provides local sales and service representatives, and product specialists for PPE, Rescue, and Breathing Air Systems. Additionally, manufacturers' representatives and technicians are available to support Curtis' product support and customer service activities. All products are state-of-the-art, using the latest technology available for the market.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a very competitive small business that successfully competes against larger companies, Curtis is intimately aware that small businesses can often provide faster, more efficient and satisfactory customer-focused support than what is typical of large organizations. Therefore, it is Curtis policy to develop and utilize to the greatest extent possible, suppliers of quality product and services provided by historically underutilized businesses. Small Business, Small Disadvantaged Business, Women-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Veteran-Owned Small Business, Minority-Owned Small Business, and HUBZone Businesses account for an increasing segment of Curtis suppliers. Curtis' goal is to develop and more fully utilize these businesses as suppliers and business partners. Curtis views the programs such as the up-coming Sourcewell Firefighting PPE Program as a platform with which to provide new opportunities to underutilized businesses. However, given the critical life-support functions performed by a majority of the manufacturers in Curtis' proposed product catalog, the ability to source THE BEST and MOST RELIABLE products must take precedence over any concerns about business entity-type.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Curtis has conducted over ninety years of successful business focusing on supporting the fire, rescue, & emergency response industries. Curtis provides our customers with exceptional products, customer service, and product support covering an extremely broad-based product catalog. Curtis' Customer Service Operations are located in Seattle, WA, Salt Lake City, UT, Walnut Creek, CA, La Mirada (Los Angeles), CA, and Phoenix, AZ. A brand new consolidated state-of-the-art warehousing facility, providing Curtis customers with a complete suite of Integrated Logistics Services, is located in Salt Lake City, UT. Curtis is fully qualified to provide superior service to Sourcewell members. In addition to our many large contracts with city and state agencies, Curtis continues to perform on three programs that have honed our capabilities to manage and serve major accounts with a complex array of product & service offerings. Curtis has a contract with the General Services Administration (GSA contract 47QSWA18D009Y). Curtis services over a thousand customers a year who purchase from our GSA product catalog. Additionally, Curtis is a contractor to the Defense Logistics Agency (DLA) Troop Support under the provisions of a prime contract supporting the United States Defense Department's Fire and Emergency Services Tailored Logistics Support Program and the United States Fire Service (DLA contracts SPE8EH-19-D-0015) supporting agencies of the United States Federal Government located world-wide. A great source of corporate pride and import, Curtis held achieved great success while supporting the members of other COOPS. Since the launch of these COOP-type contracts, the Company has experienced significant increase in customer acceptance of this "piggy-back" contract mechanism and a related year-to-year growth in sales. Curtis' Corporate Mission (why we do what we do): "L.N. Curtis & sons provides critical products and services that enable our nation's first responders to accomplish their missions so that they are able to return safely home." Curtis' proposal to Sourcewell has been prepared to ensure full compliance to solicitation requirements. We have assembled a team from our stable of excellent manufacturers to form a robust compilation of products are required to support firefighting and rescue operations. The purpose of our proposal is to provide an array of the most common products used by today's Fire Service. Curtis' offer includes one or more brands for each of the following product categories: • 1.a.i. Firefighter Protective Clothing (30 brands) • 1.a.ii. Station-Wear (7 brands) • 1.a.iii. Helmets (2 brands) • 1.a.iv. SCBA (2 brands) • 1.a.v. Related Equipment (7 brands) • 1.b. Breathing Air Compressor Systems (1 brand) • 1.d. PPE-related Services (7 services)	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Curtis will not be providing products or services to membership located in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Curtis provides the manufacturers' warranties for all proposed supplies. Additionally, Curtis will offer any extended warranties if available, at additional costs. The warranties provided under Curtis' proposed program will be the same as offered to the public and will include products, parts and labor (standard commercial practice). Please refer to attachment, "Item 43 - Curtis Terms & Conditions of Sales"	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*

45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, where stated as part of the Manufacturer's standard warranty.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All products and product support to perform warranty servicing included in this Curtis proposal are available to membership located in the thirteen Western States of Montana, Wyoming, Colorado, New Mexico, Arizona, Utah, Idaho, Washington, Oregon, Nevada, California, Alaska, and Hawaii without limitations. When warranty support is required outside the 13 western states, Curtis will coordinate warranty servicing and support directly with the manufacturer to ensure warranty commitments are quickly met.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We take responsibility for what we sell. Curtis offers warranty service for all brands and models that we sell and that are included in this proposal.	*
48	What are your proposed exchange and return programs and policies?	Curtis strives to maintain the highest level of customer service. In accordance Curtis will re-fund or exchange your purchase within the following guidelines: Product must be returned in new, unused condition within 30 days of receipt. Any product you desire to return after that date is subject to review by Curtis, and may be non-returnable. Product that has been used, damaged, or not purchased through LNCurtis.com or CurtisBlueLine.com or from a Curtis location will not be refunded. Product that has been altered by engraving, stamping, marking, stenciling, etc., is not eligible for return. Clearance or Used product is also non-returnable. Custom, special order product and/or non-stock product may be returned only if acceptable to our vendor. A re-stocking and handling fee, as determined by our vendor and transportation costs to return to our vendor will be charged. Return your product(s) by following these steps: 1. Contact Customer Service at 877.488.0469 or CustomerService@LNCurtis.com to re-request a return or exchange. 2. A Return Authorization (RA) will be issued to you and is required to be included with the return of any product. 3. Return your product by bringing it into or shipping to the Curtis location specified on the RA. 4. When shipping to a Curtis location, carefully pack the product in order to avoid damage during shipment. Product that arrives in damaged condition is not eligible for return credit and will be shipped back to you. 5. Return the product prepaid to the address specified on the RA. Make sure you include a copy of the RA with the product being returned. We recommend that you keep a copy of the RA and the receipt for the return shipment from the shipping service you use. Curtis does not take title to returned product until received by Curtis at our return location in undamaged condition. We will only consider a refund for product that arrives at our facility in undamaged new and unused condition. Curtis reserves the right to reject any and all product returns. All returns are subject to re-view upon our receipt of the product and inspection. Product received in condition other than originally shipped may be rejected and shipped back to you. You may request an exchange, a credit on your account or a refund if the product has already been paid for and funds received by us. All refunds are issued using the original payment method and may take up to ten (10) business days for the refund process to complete.	*
49	Describe any service contract options for the items included in your proposal.	Curtis offers service and repair based upon manufacturers' recommendations and customer requirements. Pricing is typically based upon the specific requirements for each service or repair action.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Curtis offers customized leasing plans both through third-parties and internally.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	Curtis may offer trade-in programs for various equipment. The offer is custom designed for each customer determined on a case-by-case basis.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Curtis Procedures for Processing Orders Curtis has developed straight forward procedures for order processing. Our order handling procedures are consistently applied to process routine, urgent, and emergency orders, product returns, and discrepant orders. Order processing is fully integrated into our automated distribution software platform (Oracle-NetSuite). This electronic system provides our sales, marketing, purchasing, accounting, and management with real time order status, while tracking inventory and shipping status. ORDERS Delivery order is considered issued upon receipt of order by mail, telephone, or facsimile, email, or on-line. ORDER PROCESSING After an order is received, Curtis uses a simple and consistent series of procedures for processing customer orders. The sourcing determination, made by the Customer Service Manager during the customer purchase order review process, is the primary factor made to determine the specific path to be taken by our staff while processing each individual order (e.g., ship from a Curtis warehouse; ship direct from the manufacturer; consolidate at a Curtis warehouse [bills-of-material orders]). ORDER SCHEDULING & DELIVERY Order scheduling at Curtis is based upon one of two customer requirements. Curtis' typical commercial customer requests product delivery per product availability as specified by the supplier. Or, the customer specifies a required delivery date. Curtis accommodates both scheduling requirements efficiently and effectively using our distribution software and consistent status reviews of all active orders. ORDER CONFIRMATION Customer orders are confirmed by Curtis after the Customer Service Manager has reviewed the customer purchase order (customer information, product and quantity requirements, pricing and availability, and the existence of any special requirements from the customer) and entered the order into our enterprise resource planning platform (Oracle-NetSuite). NOT-IN-STOCK CONDITIONS Curtis processes not-in-stock product orders by determining lead times necessary to complete the order, contacting the ordering activity, and advising current lead time of product. At customer preference, Curtis offers alternative in-stock substitute products of equal or higher quality and at equal value for customer consideration. PARTIAL DELIVERY / BACK ORDER PROCEDURES Curtis strives to ship the entire order complete and on time. However, if Curtis is in a low stock position on a particular product and the customer will accept a substitute item and accept a partial delivery, the order will be processed during Curtis' pre-order set-up to ensure that all items possible will be shipped either direct from our supplier or from one of the Curtis warehouses in order to provide the level of service our customer requests. Back-orders are tracked via the Company's ERP system and reports generated showing "non-fills" until the order is shipped complete. Partial deliveries and back orders status are provided to the	*

		customer on a regular basis until the order is filled.	
		ORDER BILLING	
		Curtis will submit invoices only after receiving assurances that our customer's requirements have been met. Once the order has been shipped complete and all required activities specified within the order have been accomplished, Curtis will submit invoices as required by the order.	
		PAYMENT FOR GOODS RECEIVED	
		Curtis extends payment terms of net thirty (30) days from date of invoice.	
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Curtis accepts credit cards purchases while adding no processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis' proposed pricing model is based upon a set discount off list price, by brand or in certain cases when a brand offers several models, by model. The pricing model is applicable to the brand's entire published catalog, as identified in item 63, Table 12.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Curtis' proposed program is based upon offering, by brand, a fixed percentage (%) discount off the manufacturers' Suggested (List) Price. The list prices are defined within the current Price List/Product Catalog of each of the Company's Manufacturer (Brand)-Partners (refer to item 63, Table 12).	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	Curtis will offer customers deeper discounts than proposed, depending on volume, product specifications, and market conditions.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	When a customer requests a quote containing both on-contract and open market products or services, Curtis will offer the customer the following: On-Contract Products & Services: Price will be the list price less as-contracted discount for the brand/model, plus freight. Open Market Products & Services: Curtis will supply the customer with a quote consistent with the price offered our Most Favored Customer, plus freight.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Curtis adds no additional costs to member prices, unless the customer requests open market products or services that relate to the on-contract item but that are not on contract.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipments to customers located in the continental 48 states: FOB: Origin, freight added, or as otherwise required by the customer Shipments to customers located in Alaska and Hawaii: FOB: Destination Curtis price quotes for Hawaiian and Alaskan inquiries will include a shipping estimate that will be calculated using the following formula: List Price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item. Note: For those customers who require a delivered price when the quote is prepared, Curtis will follow the same procedure by utilizing available freight calculators to determine quoted freight costs.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As discussed in #60, Curtis price quotes for Hawaiian and Alaskan inquiries will be FOB: Destination, with estimated shipping charges calculated using the following formula: List price less the Brand Discount plus an (estimated) Freight Charge. Curtis will estimate freight by using the UPS freight calculator listed at UPS Freight Calculator (https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) or other calculators made publicly available by other shipping companies. Curtis will always seek best value for our customers. The customer invoice will include actual freight charges as a separate line item.	*

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Curtis offers our customers an integrated approach to logistics supply support that encompasses all management actions, procedures, and techniques used to determine requirements to: • Acquire support items and spare parts • Catalog the items • Receive the items • Store and warehouse the items • Transfer the items to where they are needed • Issue the items • Dispose of secondary items • Provide for initial support of the system • Acquire, distribute, and replenish inventory • And, provide value-added resources by combining Commodity Management with our Logistics and Kitting services for complete “end-to-end” customer support Logistics Solutions CURTIS offers complete transportation and logistics management services. By contracting and managing a network of national, regional and local carriers we can offer a complete package of freight handling services – the integrated logistics solution you require to increase efficiency and lower costs. Additional transportation services we are able to provide include: • Expedited • Port and Rail Drayage • Intermodal • International (Ocean Freight/Air Freight) • Less-than-truckload • Specialized Equipment – temperature controlled, HAZMAT, etc. • Freight Forwarding Kitting Solutions When end users are required to combine multiple products into new product kits, our kitting services can help. We have experience breaking down bulk materials and products, unitizing and creating multi-packs, even custom-made kits with bar-code or RFID labeling. Our product kitting and assembly services allow customers to: • Reduce inventory • Respond quickly and economically to changing demand for custom packs • Fulfill individual custom orders • Fulfillment capabilities help you manage inventory throughout the kitting cycle, from individual components to creation of new SKUs. • Our team maps efficient kitting processes and builds in quality checks to ensure the accuracy of final kits. • Our labor solutions help you economically manage activity spikes and meet last-minute requests.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Curtis' proposed program includes prices to be considered ceiling prices. To be clear, ceiling prices are the highest prices that will be offered. Curtis anticipates that the membership will be offered products contained in this offer at prices reflecting deeper discounts (lower prices) than those proposed within the pricing schedule. It is anticipated that market forces such as competition and the nature of specific sales actions (e.g., volume purchases, repeat customers) will lead to additional discounts being offered by Curtis to the membership. The Pricing Offered in this Proposal is detailed in the attachment, "Item 63 - Curtis Price Offering." Curtis anticipates that future requests will be submitted to the Sourcewell to add products reflecting future product enhancements made by industry or requests for products made by members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Curtis will employ the same control processes that have been successfully employed by Curtis for over twenty-years to monitor and control every sale made on our GSA contract. Additionally, tracking and reporting requirements are included in Curtis' Prime Contracts on the Defense Logistics Agency's Fire & Emergency Tailored Logistics Support Program and the United States Air Force's PPE Program). After multiple audits on these major programs, Curtis maintains exception operational and reporting performance scores, with no deficiencies noted.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Curtis proposes to pay Sourcewell a 1% administrative fee of total net revenues (gross sales, less product returns), on a quarterly basis.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Per our standard operating procedures, Curtis tracks Key Performance Indicators (KPIs) to make sure our business is tracking per plan. KPI-related data is extracted from our Enterprise Resource Planning platform, Oracle-NetSuite. Oracle-NetSuite, a cloud ERP solution that automates front and back-office processes enable the Company to track all critical business functions including financial management, revenue management, fixed assets, order entry/management/tracking, billing, and inventory management. Oracle-NetSuite enables Curtis management to generate real-time performance and status reports (e.g., sales (orders and frequency) fill rates vendor performance returns due to improper shipments and defective items and back-orders). Using Oracle-NetSuite, Curtis tracks performance of all orders, awards, contracts, and programs, including, should Curtis be honored with a contract, the Company's performance in support of Sourcewell.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	As the largest stocking distributor of firefighting equipment in the West and one of the largest distributors of firefighting equipment and services in America, Curtis is offering the premium brand of products in the defined categories along with on-site product support and customer service. In addition to products being offered at best pricing, Curtis offers the membership a full suite of Integrated Logistics Support and Services product specialists who are trained and certified by manufacturers to provide deployment support and, product training in use, care, maintenance and repair, and safety.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	Typically, PPE are highly customized products, based on the requirements of each department, and sometimes, each firefighter. Curtis' Sales and Product Support teams provide the market with pre-sales product training and education to help define the best materials and optimal design requirements required to meet each department's unique Risk Assessment.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Curtis' Sales and Product Support Teams provide on-site sizing, when required, for PPE orders at no additional charge. Sizing is accomplished using actual sizing sets. Each firefighter dons sizing samples until a proper fit is identified. Additionally, ECMS (a Curtis wholly-owned subsidiary) provides NFPA 1851-compliant PPE inspection, repair and cleaning services. ECMS is included in this Curtis proposal.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	All on-site services are coordinated and mutually agreed upon with appropriate agency personnel prior any work performed.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	All products included in this Curtis proposal comply to the related and associated national standards and industry segment requirements, including NFPA, USFS/NFES, ANSI, ASTM, and 29 Code of Federal Regulations (CFR) 1910 (OSHA).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Item 10 - Curtis Financials.pdf - Tuesday March 24, 2020 23:17:46
 - [Marketing Plan/Samples](#) - Item 32 - Curtis Rescue Tools Marketing Plan.doc - Tuesday March 24, 2020 23:54:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Item 43 - Curtis Terms & Conditions of Sales.pdf - Wednesday March 25, 2020 00:16:43
 - [Pricing](#) - SourceWell RFP 032620 Firefighting PPE Product Catalog - Curtis.xlsx - Wednesday March 25, 2020 14:09:13
 - [Additional Document](#) - Item 25 - Curtis Municipal Area Sales Managers.pdf - Wednesday March 25, 2020 15:33:51

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nick Lawrence, Director, Special Programs, L.N. Curtis & sons

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--

Ph: 323-780-0254
TF: 866-557-0254
Fax: 714-522-5001
lasales@lncurtis.com
UEI#: DDLSADSWN7U7



ATTACHMENT B

Pacific South Division
15523 Carmenita Road
Santa Fe Springs, CA 90670
www.LNCurtis.com
Quotation No. 218660

Quotation

CUSTOMER:

Montebello City Fire
Department
1600 West Beverly Boulevard
Montebello CA 90640

SHIP TO:

Montebello Fire Station 55
600 North Montebello Boulevard
Montebello CA 90640

QUOTATION NO.

218660

ISSUED DATE

10/09/2023

EXPIRATION DATE

11/30/2023

SALESPERSON

Ed Shabro
eshabro@lncurtis.com
760-250-1180

CUSTOMER SERVICE REP

Ed Shabro
eshabro@lncurtis.com
760-250-1180

REQUISITION NO.**REQUESTING PARTY**

Matt Beveridge

CUSTOMER NO.

C34608

TERMS

Net 30

OFFER CLASS

SW-FFE

F.O.B.

SP

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**SPECIAL INSTRUCTIONS**

REFER SOURCEWELL CONTRACT #032620
ITEM 12 & 15 ARE OPEN MARKET PRICING

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	25	EA	G1 4500 SCBA MSA CUSTOM	4500PSIg G1 Fire Service SCBA, As Below;	SFR	\$8,100.00	\$202,500.00

WARNING: This product contains PFAS
to reduce the risk of parts sticking or
becoming inoperable.

AG1FS442MA2C2LCR

-Quick Connect Fitting
-Standard Harness w/ Chest Strap
-PASS Right Shoulder w/ Telemetry
-Rechargeable Battery
-ExtendAir II
*list \$11,445.00-10%

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 UEI#: DDLSADSWN7U7



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 Quotation No. 218660

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
2	50	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection Add "MTB" to cylinders in black *List \$1620.00-10%	SFR	\$1,240.00	\$62,000.00
3	2	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection Add "MTB" in black to cylinder *List \$2210.00-10%	SFR	\$1,600.00	\$3,200.00
4	65	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. List \$575.00-10%	SFR	\$375.00	\$24,375.00
5	10	EA	10156458 MSA	Small G1 Facepiece With Small Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1FP-FS1S401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$375.00	\$3,750.00

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 Quotation No. 218660

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
6	10	EA	10156460 MSA	Large G1 Facepiece With Large Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * ATO Number: A-G1Fp-FI1L401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$375.00	\$3,750.00
7	4	EA	10158385 MSA	G1 SCBA Charging Station Kit List \$1085.00-10%	SFR	\$833.65	\$3,334.60
8	12	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable List \$560.00-10%	SFR	\$430.41	\$5,164.92
9	2	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable. List \$6630.00-10%	SFR	\$5,421.47	\$10,842.94
10	1	EA	10158407 MSA	Kit, Rfid Reader/Writer, G1 List \$1015.00-10%	SFR	\$782.35	\$782.35
11	25	EA	10083875 MSA	Tag Assy, Electronic Id, M7 List \$62.00-10%	SFR	\$47.78	\$1,194.50

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
12	5	EA	10009971 MSA	32oz.. Confidence Plus 2 Cleaning Solution	SFR	\$50.97	\$254.85
				List \$69.25-10%			
13	6	EA	96-347-1SS BLUE SPARTAN	CGA 347 Male X MSA Female to Connect to MSA Adapter	OM	\$80.00	\$480.00
14	6	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling	SFR	\$485.42	\$2,912.52
				List \$630.00-10%			
15	1	EA	10197700 MSA	Hub Fire Service, US	SFR	\$4,927.50	\$4,927.50
				List \$5475.00-10%			
16	2	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	OM	\$305.96	\$611.92

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 11/30/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

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Pacific South Division
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Santa Fe Springs, CA 90670
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Quotation No. 218660

Subtotal	\$330,081.10
Estimated Tax Total	\$33,833.31
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$363,914.41
View Terms of Sale and Return Policy	



ITEM # 11

**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: **APPROPRIATE FISCAL YEAR 2023 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA) GRANT FUNDING**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects, Grant Award Number 15JCOPS-23-GG-01727-LEMH, in the amount of \$197,250; and
2. Amend the Fiscal Year 2023-24 budget and increase appropriations by the following amounts in Account Nos. 265-80-833-5010.10- Grants, Police Department, LEMHWA - Mental Health Wellness, Overtime, \$27,250; 265-80-833-6040.10 - Other Contract Services: \$146,000, 265-80-833-6010.40 - Machinery and Equipment Computer Software: \$24,000, and 265-99-4198.23 - Grants, LEMHWA Mental Health Wellness (Revenue) \$197,250; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello has been awarded \$197,250 from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. Although the City must pay upfront costs, all related authorized expenditures will be reimbursed by the Grant on a quarterly basis for an amount up to \$197,250. In order to utilize this funding, the Fiscal Year 2023-24 budget must be amended. Therefore, a budget amendment is required in the following accounts:

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 4

Expenditures:

- 265-80-833-5010.10- Grants, Police Department, LEMHWA - Mental Health Wellness, Overtime: \$27,250
- 265-80-833-6040.10 - Grants, Police Department, LEMHWA - Mental Health Wellness, Other Contract Services: \$146,000
- 265-80-833-6010.40 - Grants, Police Department, LEMHWA - Mental Health Wellness, Machinery and Equipment Computer Software: \$24,000

Revenue:

- 265-99-4198.23 - LEMHWA Mental Health Wellness: \$197,250

BACKGROUND/DISCUSSION:

On October 13, 2023, the City was awarded a DOJ-COPS-LEMHWA Grant in the amount of \$197,250. The performance-period of the grant is from October 1, 2023 to September 30, 2025. Funding from this Grant has been approved for the improvement of the delivery and access to mental health and wellness services for Montebello Police Department sworn and non-sworn personnel through the implementation of peer support and other wellness programs.

The Montebello Police Department was seeking this federal funding to primarily support the creation and implementation of a peer support group. The Montebello Police Department -- with 107 sworn and non-sworn positions -- will be appropriately represented by a peer support group made up of one Lieutenant, one Sergeant, four Police Officers, and two civilian personnel. This team shall be certified, trained, and will assist in developing the Department's mental health and wellness program. The program will consist of additional resources specifically aimed to enhance the efforts of the peer support group. Additionally, trained staff can also respond to the community in the case of any critical incident.

In collaboration with the peer support group, the Department will use all available resources to complete the additional goals:

- Policy Development for peer support group
- Implement employee assistance programs
- Foster administrative support
- Increase access to existing programs in the City
- Physical health and wellness initiatives
- Access to professional counseling
- Continued training and certification
- Collaboration with other agencies
- Survey and report progress of program

It is critical to legitimize the health and wellness efforts by incorporating as many employees into the development of the program as possible. The goals and methodology of this program align with and will be developed to reflect those of the LEMHWA grant program. Additionally, the Police Department will incorporate best practices to ensure continued compliance.

Federal assistance will provide funding, technical assistance, and guidance to the Police Department. The creation of a policy will ensure accountability from staff as well as administrative and financial support from the department and City officials in future endeavors of this program. Overall, federal assistance will provide support in addressing a critical need.

ENVIRONMENTAL:

N/A

ANALYSIS:

Federal funding will create a peer support program and allow for a regulated approach. The peer support group will be certified to continue their work beyond the grant project period. Additionally, federal funding will allow the Department to seek out additional services provided by professional psychologists. These services are not included in the Department's FY 2023-24 budget. The Department will attempt to collaborate with mental health providers in the community to expand the range of services available to Montebello Police Officers and can provide additional support and resources.

The goal is to seek the support and collaboration of an agency that can present trainings/seminars/workshops specifically designed to address the health and wellness needs of law enforcement staff. Some of these topics include:

- Financial wellness
- Meditation
- Alcohol awareness
- Personal trainer
- Nutritional health
- On-site counseling
- Mental health training

Outsourcing the instruction of these topics helps ensure staff receive accurate and actionable information and tips. Providing on-site counseling services, employee assistance programs (EAPs), and collaborating with mental health providers in the community can increase access to mental health services for officers. This can help officers address mental health concerns before they escalate into more serious problems.

The goal of the program is ultimately to provide access to mental health services. Peer support programs can provide officers with support from colleagues who have undergone

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 4 of 4

similar experiences and can help them to cope with stress and trauma. This can promote social support and reduce feelings of isolation.

Staff will strive to create a supportive culture that will value everyone's input on the production and development of the program. This can help to reduce the stigma associated with seeking help for mental health concerns and promote a workplace culture that supports mental health and well-being for all personnel. Additionally, addressing mental health concerns early can help to prevent more serious problems from developing, which can ultimately lead to better job performance, retention, and job satisfaction for officers.

SUMMARY:

The Department has been awarded a DOJ-COPS-LEMHWA Grant in the amount of \$197,250. The Grant award will enable the Department to improve on the delivery and access to mental health and wellness services for law enforcement officers through the implementation of peer support and other wellness programs. As a result of the award of these reimbursable grant funds, the Department is able to provide supportive care and address mental health concerns.

City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached Grant Agreement (DOJ-COPS-LEMHWA, 15JCOPS-23-GG-01727-LEMH) and Amend the Fiscal Year 2023-24 budget and increase appropriations by the following amounts in Account Nos. 265-80-833-5010.10- Grants, Police Department, LEMHWA - Mental Health Wellness, Overtime, \$27,250: 265-80-833-6040.10 - Other Contract Services: \$146,000, 265-80-833-6010.40 - Machinery and Equipment Computer Software: \$24,000, and 265-99-4198.23 - Grants, LEMHWA Mental Health Wellness (Revenue) \$197,250.

ATTACHMENT(S)

1. Attachment A - LEMHWA-Grant Application
2. Attachment B - LEMHWA- Award Package

NEXT STEPS:

N/A

Standard Applicant Information

Project Information

Project Title	Proposed Project Start Date	Proposed Project End Date
Montebello Police Department Mental Health and Wellness Program	10/2/23	10/1/25
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
197250.0	0.0	0.0
Total Estimated Funding		
200000.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Application POC First Name

Vanessa

Application POC Middle Name

Padilla

Application POC Last Name

Nava

Application POC Suffix Name

Organizational Affiliation

City of Montebello

Title

Grants and Projects Administrator

Email ID

vpadilla@cityofmontebello.com

Phone Number

3238871238

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? 

a. This application was made available to the State under the Executive Order 12372 Process for review on: **State Review Available Date**
04/13/2023

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)

	Name manifest.txt	Date Added 4/14/23
	Name Form SF424_4_0-V4.0.pdf	Date Added 4/14/23
	Name Form SFLLL_2_0-V2.0.pdf	Date Added 4/14/23
	Name GrantApplication.xml	Date Added 4/14/23

Authorized Representative

Law Enforcement Executive Information
Title

Director of Finance

Prefix Name
_____**First Name Middle Name Last Name**

MICHAEL _____ SOLORZA

Suffix Name

Government Executive Information
Title

Director of Finance

Prefix Name
_____**First Name Middle Name Last Name**

MICHAEL _____ SOLORZA

Suffix Name

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF MONTEBELLO POLICE FACILI

UEI

M8MYZCCFENF8

Doing Business As**Legal Address****Street 1**

1600 W BEVERLY BLVD

Street 2**City**

MONTEBELLO

State

CA

Zip/Postal Code

90640

Congressional District

38

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Vanessa Nava

Certification Date / Time

04/21/2023 04:54 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
 - a. Contact your Entity Administrator.
 - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

See Attached

Law enforcement is inherently a dangerous profession. Body armor protects the physical being, but mental health and wellness is a delicate substance subject to the same damage and trauma. Our department felt the weight of this burden when one of our officers took his own life. Emotional and mental well-being is not an easy or common conversation in this field, it is however a necessary one. The development of our wellness program is an ongoing process. We constantly seek opportunities to expand and encourage our efforts. The proposed mental health program for a law enforcement agency is designed to address the mental health and wellness needs of law enforcement officers and staff. The program is in alignment with the goals and requirements of the Law Enforcement Mental Health and Wellness Act (LEMHWA), which was enacted in 2018 to address the mental health and wellness needs of law enforcement officers.

Montebello's action plan is based on the collaboration between our agency, the City's administration, and support from the community. Each component is an integral part that will propel our mission. Federal funding will provide the department an opportunity to enhance our programs and efforts.

Wellness Unit: Peer support is the most proven and effective method of providing outreach. Our intention is not to re-invent the wheel, but instead enhance our efforts by sending additional staff to certification courses in peer support to create a Wellness Unit.

Physical Health: By taking a whole body approach to wellness, we will incorporate physical fitness health as a pillar to our program. Upgrading and purchasing additional equipment and supplies for our gym can provide our officers the ease and convenience of being able to work out before or after a shift.

Professional Development and Early Intervention: It is crucial that we learn to recognize when mental health crisis are above our level of support. For this purpose we have developed and will continue to foster a relationship with local clergy and professional counselors. These professionals can identify and address issues effectively.

In conclusion, the proposed mental health program for a law enforcement agency is an important initiative that will promote mental health and wellness among law enforcement officers and staff. By providing a comprehensive range of mental health services and support, including the integration of a mobile app, the program has the potential to enhance the accessibility, personalization, privacy, tracking and reporting, and cost-effectiveness of the program, providing a more comprehensive and effective mental health support system for law enforcement officers and staff. The shifting attitude towards law enforcement in the past couple of years has created a dire situation. We truly understand that tragic events due to poor mental health and wellness can be a matter of "when" not "if" before they affect us. Our comprehensive approach to a wellness program will ensure that all staff can have access to support.

Data Requested with Application

▼ FY23 LEMHWA Grants Elig

FY23 LEMHWA Implementation Projects Eligibility

Instructions: The following questions will be used to determine eligibility for the LEMHWA program. NOTE: If you select "no" to any of the below questions, you will be considered ineligible for the LEMHWA program and will not receive consideration for funding. Please indicate if your jurisdiction is primarily considered rural, urban, or suburban.

Suburban

Enter the current number of sworn officers for your agency below.

65

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget. Based on the definition above, is your agency established and currently operational?

Yes

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

▼ FY23 CPA Solicitation Ques

Research and Development

Instructions: For the purposes of this solicitation, R&D as defined by 2 C.F.R. §200.87 means all research activities, both basic and applied, and all development activities that are performed by nonfederal entities. The term "research" also includes activities involving the training of individuals in research techniques where such activities use the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Please select "yes" if any part of your project could be considered R&D or "no" if no portion of your project would support R&D.

Could any portion of your project be considered research and development (R&D) as defined by 2 C.F.R. §200.87?

No

Youth-Centered Project

Instructions: For the purposes of this solicitation, please select "yes" if a purpose of some or all of the activities to be carried out under (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. NOTE: An award condition will apply to all youth-centered awards. This condition will require recipients and subrecipients to make determinations of suitability before certain covered individuals interact with participating minors under the age of 18 years old in the course of activities funded under the award.

Could any activities under your project benefit a set of individuals under 18 years of age?

No

Training

Instructions: The COPS Office defines training as the teaching and learning activities carried out for the primary purpose of helping members of an organization other than your own acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job or organization. Training is driven by specific goals and objectives; it is not a single event but rather an ongoing process that requires continuous self-reflection and evaluation. Guides, webinars, articles, conference presentations, toolkits, podcasts, videos, blogs, and news feeds (to provide a few examples) can serve as support material in trainings or as standalone materials to increase knowledge, but on their own they are not defined as training by the COPS Office. Please select "yes" if any part of your project fits within the definition of training or "no" if no portion of your project fits within the definition of training.

Could any portion of your project be considered training?

Yes

U.S. Attorney's District Office

Please select your U.S. Attorney's District Office from the below drop-down options

Please select your U.S. Attorney's District Office from the below drop-down options.

California, Southern

Executive/Contact Information

Please provide the name and contact information for the highest ranking Law Enforcement or Program Official and Government Executive or Financial Official for your agency or organization, please see instructions below. **LAW ENFORCEMENT EXECUTIVE/PROGRAM OFFICIAL** This position will ultimately be responsible for the programmatic management of the award. Instructions for Law Enforcement Agencies: For law enforcement agencies, the Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Law Enforcement Agencies: For non-law enforcement agencies (e.g., institutions of higher education, school districts, private organizations, etc.), the Program Official is the highest-ranking official in the jurisdiction (e.g., executive director, chief executive officer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

Title:

Chief of Police

First name:

Paul

Last name:

Espinosa

Phone:

3238871200

Email address:

pespinosa@montebelloc.gov

GOVERNMENT EXECUTIVE/FINANCIAL OFFICIAL This position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Instructions for Law Enforcement Agencies: For law enforcement agencies, this is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent). Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application. Instructions for Non-Law Enforcement Agencies and Non-Government Agencies: For non-law enforcement agencies and non-government agencies, this is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent). Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. Before this application can be submitted, the Entity Administrator in JustGrants must invite this individual to apply for a JustGrants account with the role of Authorized Representative, and this individual must log in to JustGrants to review the application.

Title:

City Manager

First name:

Rene

Last name:

Bobadilla

Phone:

3238871200

Email address:

rbobadilla@montebelloc.gov

Instructions for Application Submitter Contact: Enter the application point of contact's name and contact information

Instructions: For Application Examiner Contact: Enter the application point of contact's name and contact information.

Title:

Grants and Project Administrator

First name:

Vanessa

Last name:

Nava

Phone:

3238871200

Email address:

vpadilla@montebelloca.gov

Law Enforcement and Community Policing Strategy

Instructions: The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. Please refer to the COPS Office website (<https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P157>) for further information regarding this definition and its sub-elements. Please answer the following questions regarding your community support and impact on the jurisdiction.

To what extent is there community support in your jurisdiction for implementing the proposed award activities?

High level of support

If awarded, to what extent will the award activities impact the other components of the criminal justice system in your jurisdiction?

Potentially increased impact

Explanation of Need for Financial Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 250 word count.]

The initial onset costs of a program like a peer support group are very steep for an agency in a city our size. Our City has done efforts to send staff to training, but this approach is very limited. It is near impossible to transition the one or two staff that attend training per year into the formation of a formal peer support group. The maintenance cost of an established program is however a sustainable cost for the City. Sending staff to recertification is a smaller fee than the initial training cost. Having to replace one or two members of the group is more feasible than having the funding for 8 members to attend training at once.

Federal assistance can provide funding, technical assistance, and guidance to law enforcement agencies like ours. The creation of a policy will ensure accountability from staff as well as administrative and financial support from the department and City officials in future endeavors of this program.

Overall, federal assistance will a significant difference in addressing a critical need. Additionally, our initial goals and efforts through this funding will be focused on ensuring we are taking a comprehensive and impactful approach to develop our program and to ensure the best use of our resources.

Continuation of Support After Federal Funding Ends

Instructions: The questions in this section will be used for programs without a retention requirement to report any plans to continue the program or activity after the conclusion of federal funding.

Does your agency or organization plan to obtain necessary support and continue the program, project, or activity following the conclusion of

federal support?

Yes

Please identify the source(s) of funding that your agency plans to utilize to continue the program, project, or activity following the conclusion of federal support: General funds

Yes

Issue bonds or raise taxes

No

Private sources and donations

Yes

Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)

Yes

State, local, or other non-federal grant funding

Yes

Fundraising efforts

Yes

Other

No

If "other" is selected in the above question, please provide a brief description of the source(s) of funding.

▼ FY23 LEMHWA App Questions

Problem Identification and Project Description

Please list the specific activities and/or services that your agency would implement or provide if awarded funding. (Max 250 words)

Federal funding will create our peer support program and allow for a regulated approach. The peer support group will be certified to continue their work beyond the grant project period. Additionally, federal funding will allow the department to seek out additional services provided by professional psychologists. These services are not something that our current budget can accommodate. We will attempt to collaborate with mental health providers in the community to expand the range of services available to our officers, and can provide us with additional support and resources.

Our goal is to seek the support and collaboration of an agency that can present trainings/seminars/workshops specifically designed to address law enforcement staff.

Some of these topics include:

Financial wellness

Meditation

Alcohol awareness

Personal trainer

Nutritional health

On-site counseling

Mental health training

By outsourcing the instruction of these topics we can ensure that our staff receive accurate and actionable information and tips.

Additionally, we envision assistance programs (EAPs). EAPs can provide a range of services to support officer mental health, including

Additionally, an employee assistance programs (EAPs): EAPs can provide a range of services to support officers' mental health, including counseling, referral services, and crisis support.

We understand and will explain to our staff that although peer support is available it is not a substitute for professional help. This federal fund will allow us to provide wellness checks to our staff that will hopefully remove that initial stigma or fright of reaching out for help.

For the activities and/or services identified above, please describe why you chose these for your agency. Discuss any research, peer observations, successful peer agency efforts, personal exposure, personal conversations, conferences, newsletters, etc. (Max 250 words)

The goal of our program is ultimately to provide access to mental health services. By joining our regional peer support team, we have heard several testimonial experiences about the benefits these programs can offer.

Providing on-site counseling services, employee assistance programs (EAPs), and collaborating with mental health providers in the community can increase access to mental health services for officers. This can help officers to address mental health concerns early, before they escalate into more serious problems.

Peer support programs can provide officers with support from colleagues who have undergone similar experiences and can help them to cope with stress and trauma. This can promote social support and reduce feelings of isolation.

We strive to create a supportive culture that will value everyone's input on the production and development of the program. This can help to reduce the stigma associated with seeking help for mental health concerns, and promote a workplace culture that supports mental health and well-being for all officers. Additionally, addressing mental health concerns early can help to prevent more serious problems from developing, which can ultimately lead to better job performance, retention, and job satisfaction for officers.

Please explain how federal funding will enable you to create or enhance officer Mental Health and Wellness efforts for your agency. (Max 250 words)

The Montebello Police Department is seeking the support of this federal fund to primarily support the creation and implementation of a peer support group. A department our size with about 100 employees (70 sworn 30 civilian) will be appropriately represented by a peer support group made up of one Lieutenant, one Sergeant, four officers, and two civilian personnel. This initial team shall be certified, trained, and will assist in the development the department's program mental health and wellness program. The program will consist of additional resources specifically aimed to enhance the efforts of the peer support group. Additionally, trained staff can also respond to the community in the case of any critical incident.

In collaboration with the peer support group, the department will use all available resources to complete the additional goals:

- Policy Development for peer support group
- Implement employee assistance programs
- Foster administrative support
- Increase access to existing programs in the City
- Physical health and wellness initiatives
- Access to professional counseling
- Continued training and certification
- Collaboration with other agencies
- Survey and report progress of program

It is critical to legitimize our efforts by incorporating as many employees into the development of our program. By providing ownership to our staff we hope that our efforts will outlast the length of this initial implementation phase. The goals and methodology of this program align with and will be developed to reflect those of the LEMHWA. Additionally, the department will incorporate best practices to ensure continued compliance.

Please describe the current mental health and wellness services your agency provides. (e.g. Regularly scheduled mental health check-ins, On-site counseling, Off-site counseling, Virtual counseling, Debriefing and/or Critical Incident Stress Management (CISM) program, Trained peer counselors, Chaplaincy / Spiritual support, Suicide prevention programming, Mental health awareness training, Mindfulness practice, Quiet room or Other). (Max 250 words)

Our department does not currently have a consistent plan or described procedure in providing mental health and wellness services. One of the initial and most important program goals is to develop a department policy for the peer support group. The policy will create an accountability measure for not just employees but for administration to continue the program far beyond the support of this grant project.

The department has begun taking small steps toward implementing and testing some aspects of the proposed project. Our goal will be to expand these services while selectively and methodically increasing the types of programs offered to our staff.

The past year the department was able to send one officer to a peer support training certification. It is the goal of the department to send at least 8 personnel to a peer support certification course. Once certified, this staff will work to survey the department staff and determine which programs will best serve the immediate and long terms needs of the rest of the department.

Mental health training is currently offered on a biannual cycle for all staff. The training however is not specialized or engaging in a way to foster collaboration with other staff once they attend the training.

The current chaplain program coordinates access to spiritual counseling in the event of a critical incident.

How will the actions proposed in this application assist your agency in implementing or institutionalizing community policing (organizational

transformation, community partnerships, and problem solving)? (Max 250 words)

The most valuable component of a peer support program is that the funds goes directly into investing in our staff. By taking this approach we demonstrate to our staff that the most effective form of support is truly each other.

All of the strategies that will be learned under this program can be directly applied in their interaction with the community. During any critical incident, we will now have a formal peer support group that is qualified and trained to respond to those situations.

Mental health is a form of job safety. By providing these tools to staff we increase their ability to perform their jobs in a safe and effective manner.

How does this project fulfill a specific public safety need and advance the goals and requirements of the LEMHWA Program? (Max 250 words)

The proposed mental health program for a law enforcement agency fulfills a specific public safety need by addressing the mental health and wellness needs of law enforcement officers and staff. The law enforcement profession can be highly stressful and traumatic, and officers may experience a range of mental health issues, including depression, anxiety, post-traumatic stress disorder (PTSD), and substance use disorders. These mental health issues can have a significant impact on the safety and well-being of officers, as well as on the communities they serve.

By providing mental health services and support to law enforcement officers and staff, the proposed program can help to reduce the risk of mental health issues and promote overall wellness. This can have a positive impact on the safety and effectiveness of law enforcement operations, as well as on the health and well-being of officers and staff. The program can also help to reduce stigma around mental health issues in the law enforcement community and promote a culture of openness and support.

Please provide local data or describe circumstances that indicate your need for Federal funding. (Max 250)

Funding for a small agency such as ours is very limited, we are mostly restricted to necessary and extremely essential purchases. It is our belief that the implementation of this program will demonstrate through measurable surveys that the benefits of the program far outweigh the costs. While maintaining confidentiality and privacy, we hope to perform surveys that will be presented to our City administration. Factors we hope to highlight include employee participation, increased job satisfaction, and reported lower levels of stress. These factors will be presented with budget requests to increase funding from the general fund for the continuation of the peer support program.

Project Reach and Impact

Please enter the approximate total number of individuals who will be eligible to receive mental health and wellness services after full implementation of this grant. If your project serves multiple agencies or a regional partnership, please include the total number of individuals eligible from all participating agencies.

100

Please enter the total number of employees (civilian and non-civilian) for your agency.

85

Will your project service multiple agencies or include regional partnerships?

No

If yes, please list the agencies that will be impacted and/or your regional partnerships. (Max 250 words)

What specific outcomes does your agency expect to accomplish with this funding and how will the project team track or measure them? (e.g. Internal survey(s) of job satisfaction, Internal survey(s) of work-related stress, Community survey(s) of topics such as trust in or satisfaction with the agency, change in rates of use of force, or Other-please describe). (Max 250 words)

In order to track the effectiveness of our peer support program, participation will be monitored to ensure proper/appropriate utilization. The data collected will refrain from using any personal or identifying information. Additionally, an anonymous survey of the services will provide personnel the opportunity to rate the programs. This data can in turn determine if services should be increased or redirected.

Are there any current governmental, community or agency initiatives that complement or will be coordinated with the proposed initiative?

Yes

If yes, Please describe the initiatives that complement or will be coordinated with the proposed initiative. (Max 250 words)

There may also be community-based organizations or non-profits that are involved in mental health advocacy and can provide support for the proposed program. Coordinating with existing mental health initiatives in the community can help to avoid duplicating efforts, leverage existing resources, and strengthen the overall impact of the program. Collaborating with other organizations and agencies can also help to build partnerships and increase community support for the proposed program. Although the department does not currently have any existing formal partnerships with those organizations, the development of the program will be the catalyst to coordinate those partnerships.

Please describe how these efforts will be sustained once the award ends. (Max 250 words)

The initial onset costs of a program like a peer support group are very steep for an agency in a city our size. Our City has done efforts to send staff to training, but this approach is very limited. It is near impossible to transition the one or two staff that attend training per year into the formation of a formal peer support group. The maintenance cost of the program is however a sustainable cost for the City. Sending staff to recertification is a smaller fee than the initial training cost. Having to replace one or two members of the group is more feasible than having the funding for 8 members to attend training at once. The creation of a policy will ensure accountability from staff as well as administrative and financial support from the department and City officials in future endeavors of this program. Additionally, our initial goals and efforts through this funding will be focused on ensuring we are taking a comprehensive and impactful approach to develop our program and to ensure the best use of our resources.

Management and Implementation

Describe the overall management and implementation plan for the project. Note: A timeline of project deliverables, activities and who will complete the activities, and milestones will need to be uploaded in the "Additional Application Components" section. (Max 250 words)

The initial plan for a peer support group will be developed using research based best practices. It is the plan and goal for the department to continue to send staff to training courses that will provide guidance in the development of the program.

Month # and Objectives

(1-2) Grant acceptance; Administrative plan development

(2-4) Assign LT/SGT/Program Coordinator roles; Issue recruitment memo for initial interest; Selection of peer support group members

(5-7) Peer support training; Seek and contract services for professional psychological and counseling services

(7-9) Policy/program development

(10) Survey department (focus on stress factors and levels); Begin incorporating programs in department

(11-15) Peer support group will attend additional trainings as needed/required

(16-17) Survey department on attitudes/participation towards programs; Review program/resources provided (Audit)

(18-21) Adjust/increase programs

(22-24) Project closeout and plan for continuation of services

Please identify the key team members from your agency and any community or stakeholder partnerships (community groups, private and/or public agencies) who will support this project. Please include a description of the responsibilities and role of each team member and partner. (Max 250 words)

Program Director: Lieutenant Marc Marty

Community and Department Outreach: Briannon Padilla

Training Coordinator: Sergeant Fernando Valle

Grant and Project Administrator: Vanessa Nava

City of Montebello Human Resources Staff: The office will assist with coordination of current available programs and resources. They will better customize the programs to address the needs of law enforcement personnel.

Will your agency incorporate an evaluation component to your project?

Yes

If yes, please describe the evaluation component your agency plans to implement. (Max 250 words)

The proposed project will be successful so long as our staff is engaged and satisfied with the program and its developmental progress. Our project will implement anonymous surveys into our program development. These will be developed by our peer support group with support from professionals with experience in forming effective and proper functioning groups. We will distribute the surveys at the beginning, end, and throughout the projects life. This will allow us to understand our shifting department attitudes toward the services offered. While we might not be able to immediately make the changes to our program, we will have actual data that will allow us to make appropriate adjustments. It is our goal to create impactful "buy in" from our department. We are confident that this will be the key in determining the longevity and survival of our peer support program.

Please describe how you will ensure confidentiality of participants and service recipients. (Max 250 words)

To ensure the core goals of this program, confidentiality and privacy must be maintained. This standard will be clearly outlined in the policy that establishes and governs the peer support program. In our initial review of other sample policies, issues of confidentiality are clearly addressed in the policy and contain conditions related to the handling of confidentiality in regards to the peer support program.

Important clauses that we will implement include:

- Except in circumstance where the information would cause harm or danger to oneself or another individual, all communications will remain confidential.
- No employee that follows this confidentiality clause shall be subject to disciplinary action.
- The breach of confidentiality however, will result in removal from the peer support team and possibly disciplinary action.

Collaboration will be sought from the department's employee associations to ensure compliance.

Please provide a short description of your marketing plan, focusing on what new or enhanced options you will use to increase program awareness (Max 250 words)

A marketing plan for our mental health programs would include the following steps and include some of the sample efforts:

Identify target audience: Programs for retirement preparation, how to succeed in a long career in law enforcement, reduced stress for families, or dispatch trauma counseling.

Develop key messages: Develop key messages that communicate the benefits of the mental health programs to the target audience. These messages should be clear, concise, and focused on the benefits of the program.

Determine marketing channels: Identify the most effective marketing channels for reaching our target audience. This could include internal communication channels, such as email or intranet, or post in bureau bulletin boards.

Create marketing materials: Develop marketing materials that communicate the key messages and benefits of the mental health programs. This could include brochures, flyers, posters, or videos.

Implement marketing campaign: Launch the marketing campaign and ensure that the marketing materials are distributed through the identified marketing channels. This could include hosting informational sessions or providing training to officers and staff.

Evaluate effectiveness: Monitor and evaluate the effectiveness of the marketing campaign, and adjust the strategy if necessary. This could involve gathering feedback from officers and staff, or tracking the number of officers who participate in the mental health programs.

▼ FY23_CPA_EO14074

Supporting Executive Order 14074

Instructions: To support Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, the following questions will help the U.S. Department of Justice determine eligibility for priority consideration, if applicable, and identify potential gaps in training and technical assistance.

Does your agency collect and report data on law enforcement use of force to the FBI's National Use-of-Force Data Collection (including deaths in custody incident to an official use of force)?

Yes

Does your agency collect and report data on officer suicides to the FBI's Law Enforcement Suicide Data Collection?

Yes

Does your agency collect and report data on officers killed and assaulted to the FBI's Law Enforcement Officers Killed and Assaulted Data Collection?

Yes

Does your agency prohibit the use of chokeholds and carotid restraints except in those situations where the use of deadly force is authorized by law?

Yes

Does your agency limit the use of unannounced entries, often referred to as "no knock entries," except where knocking and announcing an officer's presence would create an imminent threat of physical violence to the officer and/or another person?

Yes

Does your agency possess and use any of the following military equipment obtained via property transfer contracts or grants with the Federal government acquired through property transfers or purchases with federal funds or from federal agencies or contractors?

No

Applicable military equipment includes: (i) firearms of .50 or greater caliber; (ii) ammunition of .50 or greater caliber; (iii) firearm silencers, as defined in 18 U.S.C. 921(a)(24); (iv) bayonets; (v) grenade launchers; (vi) grenades (including stun and flash-bang); (vii) explosives (except for explosives and percussion actuated non-electric disruptors used for accredited bomb squads and explosive detection canine training); (viii) any vehicles that do not have a commercial application, including all tracked and armored vehicles (except for vehicles used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief); (ix) weaponized drones and weapons systems covered by DOD Directive 3000.09 of November 21, 2012, as amended (Autonomy in Weapon Systems); (x) aircraft that are combat-configured or combat-coded, have no established commercial flight application, or have no application for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief; and (xi) long-range acoustic devices that do not have a commercial application

discuss services that do not have a commercial application.

▼ FY23 CPA Information

Type of Agency Organization

Type of Agency (select one)

Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Municipal Police

From the list below, please select the type of agency which best describes the applicant.

Duplication of Funding

Instructions: Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application. Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

No

If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.

Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

No

If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

Certification of Review of 28 CFR Part 23/Criminal Intelligence

REVIEWS AND CERTIFICATIONS Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems: If your agency is requesting COPS Office funding for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities, you must agree to comply with the operating principles at 28 C.F.R Part 23. If you are requesting COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply. Please review the FY23 CPA Programs Reference Guide for additional information.

Please check one of the following, as applicable to your agency’s intended use of COPS Office funds.

No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE

By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive /Program Official, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Solicitation and Reference Guides, the COPS Office award owner’s manual, the DOJ Grants Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

true

Acknowledgement of Electronic Signatures

By checking the box, the applicant indicates that he or she understands that “clicking to agree” in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form are just as legally enforceable as physical signatures.

I understand.

true

Proposal Narrative

Budget and Associated Documentation

Budget Summary

Budget Category	Total Cost
Sworn Officer Positions:	\$0.00
Civilian or Non-Sworn Personnel:	\$0.00
Travel:	\$0.00
Equipment:	\$0.00
Supplies:	\$27,250.00
SubAwards:	\$0.00
Procurement Contracts:	\$146,000.00
Other Costs:	\$24,000.00
Total Direct Costs:	\$197,250.00
Indirect Costs:	\$0.00

Total Project Costs:	\$197,250.00
Federal Funds:	\$197,250.00
Match Amount:	\$0.00
Program Income:	\$0.00

Budget / Financial Attachments

Non-competitive Justification

No documents have been uploaded for Non-Competitive Justification

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Additional Attachments

 Name	Category	Created by	Application Number	Date Added	
FY23_Montebello PD_Budget Narrative.docx	Budget Narrative	Vanessa Nava	—	04/21/2023	

Budget and Associated Documentation

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? _____

Base Salary and Fringe Benefits for Sworn Officer

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1						
Personnel Detail						
Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost
\$0
Additional Narrative

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
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No items

Fringe Benefits Total Cost
\$0

Additional Narrative

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										

Travel Total Cost
\$0

Equipment**Instructions**

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1**Equipment Detail**

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Equipment Total Cost
\$0

Supply Items**Instructions**

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1**Supply Item Detail**

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
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Training Supplies	25.00	\$100.00	\$2,500.00	\$2,500.00
Laptop	3.00	\$2,500.00	\$7,500.00	\$7,500.00
Peer Support Team Jackets	15.00	\$100.00	\$1,500.00	\$1,500.00
Bulletin Boards	50.00	\$35.00	\$1,750.00	\$1,750.00
Peer Support Team Training Manual	15.00	\$300.00	\$4,500.00	\$4,500.00
Books	500.00	\$15.00	\$7,500.00	\$7,500.00
Journal	100.00	\$20.00	\$2,000.00	\$2,000.00

Supplies Total Cost

\$27,250

Additional Narrative

The department has done its best efforts to minimize any additional costs to the grant project budget that will not directly support the program goals. The three laptops purchased (estimated at \$2,500 each) will be used to create presentation material, during meetings, and to continue services remotely when necessary. The bulletin boards will be placed throughout the department to announce and encourage participation in upcoming program events.

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

Construction Total Cost

\$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
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No items

Subawards Total Cost

\$0

Add Consultant Travel

Procurement contracts (see “Contract” definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit <https://cops.usdoj.gov/grants> for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see “Contract” definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component’s threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

▼ Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Peer Support	Training and Program Development	No	United States	California	Montebello	\$11,000.00		\$11,000.00
Stress Reduction	Physical and mental programming	Yes	United States	California	Montebello	\$30,000.00		\$30,000.00
Dietician and Nutrition	Dietary training and education	Yes	United States	California	Montebello	\$15,000.00		\$15,000.00
Fiscal Training	Financial literacy and	Yes	United States	California	Montebello	\$15,000.00		\$15,000.00

advisement			States					
Annual Wellness Evaluation	Mental health evaluation for employees	Yes	United States	California	Montebello	\$75,000.00	\$75,000.00	
Procurement Cost								
\$146,000								
▼ Consultant Travel Detail								
Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
No items								
Consultant Travel Total Cost								
\$0								
Procurement Total Cost								
\$146,000								
Additional Narrative								
In the efforts to prepare this narrative, initial estimates were received from companies that provide services to create peer support groups that are focused on law enforcement personnel. The department will conduct a full scope of work and project request, as required by City and federal standards before contracting services.								

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail							
Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
Mental Health Awareness App	1.00		\$1,000.00	24.00	\$24,000.00		\$24,000.00
Other Costs Total Cost							
\$24,000							
Additional Narrative							
Integrating a mobile app into the proposed mental health program can provide several benefits. It can provide easy access to mental health resources and support our officers and staff, even when they are out on the field. We can personalize the app and allow officers to customize their experience based on their individual needs and preference. These personalized options will include tips for self-care and suggestions for specific resources, based on the current needs. Additionally, the data generated based on usage and engagement with the program will help inform future program development and improve outcomes. The application will provide the most cost-effective way to disburse resources and available funds.							

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					
Indirect Costs Total Cost					
\$0					
Additional Narrative					

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.



Name

FY23 Montebello
PD_Project Abstract.docx

Category

Memoranda of
Understanding (MOUs)
and Other Supportive
Documents

Created by

Vanessa Nava

Application
Number

—

Date
Added

04/21/2023



Additional Application Components

Additional Attachments

 Name	Category	Created by	Application Number	Date Added	
FY23 Montebello PD Program Timeline.docx	Timeline	Vanessa Nava	—	04/21/2023	

Disclosures and Assurances

Disclosure of Lobbying Activities

 Name	Category	Created by	Application Number
Form SFLLL_2_0-V2.0.pdf	LobbyingActivitiesDisclosure	—	—

DOJ Certified Standard Assurances



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34

U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that

the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

SignerID

vpadilla@cityofmontebello.com

Signing Date / Time

4/21/23 4:18 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

*

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal

law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at

Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEQ>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Certified

SignerID

vpadilla@cityofmontebello.com

Signing Date / Time

4/21/23 4:18 PM

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge 

Signed

SignerID

vpadilla@cityofmontebello.com

Signing Date / Time

4/21/23 4:18 PM

Other

No documents have been uploaded for Other

Certified

**Department of Justice (DOJ)****Office of Community Oriented Policing Services (COPS
Office)***Washington, D.C. 20531*

Name and Address of Recipient:	CITY OF MONTEBELLO POLICE FACILI 1600 W BEVERLY BLVD
City, State and Zip:	MONTEBELLO, CA 90640
Recipient UEI:	M8MYZCCFENF8
Project Title: FY23 City of Montebello, CA, LEMHWA Project	Award Number: 15JCOPS-23-GG-01727-LEMH
Solicitation Title: FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: \$197,250.00	Federal Award Date: 10/13/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The Montebello Police Department will use LEMHWA grant funds to send additional staff to certification courses in peer support to create a Wellness Unit. By taking a whole body approach to wellness, the agency will incorporate physical fitness health as a pillar to the program. It is crucial that we learn to recognize when mental health crisis are above our level of support. For this purpose we have developed and will continue to foster a relationship with local clergy and professional counselors.	

Award Letter

October 13, 2023

Dear MICHAEL SOLORZA,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF MONTEBELLO POLICE FACILI for an award under the funding opportunity entitled 2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$197,250.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF MONTEBELLO POLICE FACILI

UEI

M8MYZCCFENF8

ORI Number

Street 1

1600 W BEVERLY BLVD

Street 2

City

MONTEBELLO

State/U.S. Territory

California

Zip/Postal Code

90640

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/23

Award Type

Initial

Award Number

15JCOPS-23-GG-01727-LEMH

Supplement Number

00

Federal Award Amount

\$197,250.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
☐ I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	COPS
Application Number	
GRANT13860942	
Grant Manager Name	
SARAH ESTILL	
Phone Number	
202-307-1533	
E-mail Address	
Sarah.Estill@usdoj.gov	
Project Title	
FY23 City of Montebello, CA, LEMHWA Project	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2025
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025
Project Description	
The Montebello Police Department will use LEMHWA grant funds to send additional staff to certification courses in peer support to create a Wellness Unit. By taking a whole body approach to wellness, the agency will incorporate physical fitness health as a pillar to the program. It is crucial that we learn to recognize when mental health crisis are above our level of support. For this purpose we have developed and will continue to foster a relationship with local clergy and professional counselors.	
☐	

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/20/23 9:34 PM

Comments				
Your proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.				
Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$27,250	\$27,250	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$146,000	\$146,000	
Other Costs:	\$0	\$24,000	\$24,000	
Total Direct Costs:	\$0	\$197,250	\$197,250	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$0	\$197,250	\$197,250	
Federal Funds:	\$200,000	-\$2,750	\$197,250	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:		\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☐

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the

Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the

last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent

practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of

the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval		
Title of Approving Official COPS Director	Name of Approving Official HUGH CLEMENTS	Signed Date And Time 9/13/23 12:38 PM
Authorized Representative		



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: MONTEBELLO TORNADO EVENT UPDATE REPORT

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and File Montebello Tornado Event Update Report; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with this update.

BACKGROUND/DISCUSSION:

On March 22, 2023, the City of Montebello experienced a tornado that significantly damaged several buildings located within the City's industrial area generally bounded by Washington Boulevard to the north, Date Street to the south, Maple Avenue to the east, and Vail Avenue to the west (the "Tornado Zone"). The National Weather Service estimated the tornado's peak wind speed was approximately 110 mph and was recorded to be 50 yards wide.

The aftermath of the tornado left approximately seventeen (17) units damaged and eleven (11) of those seventeen (17) units red-tagged, and unsuitable for occupation, as determined by the City's Building Official. A large-scale response on the day of the tornado event from the Montebello Fire Department, Montebello Police Department, Planning and Community Development, and Public Works ensured a quick and efficient start of the recovery phase for the impacted area, businesses, and property owners. The streets around the Tornado Zone were cleared of debris within 24 hours. A special mention is warranted for the Cities of Monterey Park and Whittier, and the County of Los

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Angeles for their extraordinary efforts in providing mutual aid services such as inspection assistance for damaged properties.

This update serves as a concluding report on the various actions taken by the City and partner public agencies in response to the Montebello tornado event that occurred on March 22, 2023.

ENVIRONMENTAL:

All updates and actions expressed in this report are exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

ANALYSIS:

In response to the tornado, City staff immediately assembled a tornado recovery taskforce consisting of several government agencies at the Federal, State and local levels.

Immediately after the tornado event on March 24th, the City's Planning and Community Development Department staff, in partnership with the County of Los Angeles' Rapid Response and Emergency Teams, coordinated an on-site mobile response unit that parked along Date Street adjacent to the hardest hit area to provide real-time resources and information to impacted property owners, businesses, and workers. The event was well-covered by local media which assisted throughout the day in informing the public about the availability of the services. Fortunately, over a dozen impacted stakeholders dropped by the mobile resource unit. Soon after, the City launched a dedicated webpage link within the City's website to promote the various resources and services available to impacted businesses and property owners. The link remains active in the City's webpage.

On March 28, 2023, a larger and more comprehensive tornado rapid response resource fair was held to connect impacted businesses and employees with appropriate resources needed to facilitate and streamline the rebuilding efforts, including rapid re-employment as needed. The resource fair was organized by the City's Planning and Community Development Department staff and multiple agencies from the County of Los Angeles, including the Los Angeles County Department of Economic Opportunity's Workforce Development unit and state aid agencies. The space for the event was donated by The Ark Montebello and God's Pantry provided boxes of food and groceries to impacted workers. In attendance were public agencies like the Los Angeles County Department of Public Social Services, the State of California Employment Development Department, LAEDC, the Los Angeles County Department of Community and Business Affairs, the Los Angeles County Department of Public Health, the Los Angeles County's Assessor's office, and the State of California Department of Insurance. Also in attendance were local and community non-profits such as Covered California, the local job center (AJCC), Maravilla Foundation, and other critical service partners. Staff from all of the local elected officials participated and provided information booths at the event. In the end,

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approximately 230 people attended the daylong event to secure resources and information.

On March 31, 2023, the City of Montebello received written correspondence from The Shyft Group to inform the City that the company intended to conduct a permanent plant closing located at 1130 S. Vail Ave. Layoffs of approximately 60 workers were expected to begin by the end of May. As a result, staff from the City's Planning and Community Development Department, the County of Los Angeles Rapid Re-Employment Team, and the office of Supervisor Hilda Solis coordinated a Job and Resource Fair on May 3, 2023, to provide direct services to the soon-to-be laid-off workers. Several employment-related public agencies were invited to the job fair and 21 private employers were recruited to attend the fair to accept resumes. Approximately 45 workers signed-up for services on the day of the job fair and the County's rapid response team reported that two workers were offered jobs during the event.

In an effort to secure federal emergency assistance for impacted businesses, staff from the City's Planning and Community Development Department and the County's Office of Emergency Management coordinated site visits with staff from the Federal Emergency Management Agency (FEMA) to interview affected business owners within the Tornado Zone. After multiple site visits and discussions with City staff, FEMA notified the County of Los Angeles and the City on May 1, 2023, that the Tornado Zone had received a Small Business Assistance ("SBA") Declaration which would allow impacted businesses and property owners to apply for low-interest recovery loans under the Economic Injury Disaster Loan program. The loan program provides working capital loans to help small businesses to meet their ordinary and necessary financial obligations. Loans of up to \$2,000,000 at a four percent interest rate continue to be available until January 3, 2024. Detailed information regarding the SBA loan program was advertised as follows: 1) hand delivered to all businesses/properties within the Tornado Zone; 2) e-mailed to all businesses/property owners within the Tornado Zone; 3) advertised on the City's website; 4) outreach to affected businesses by the East Los Angeles Entrepreneur Center. As of October 11, 2023, there has been no loan activity from businesses in the Tornado Zone. The Planning and Community Development Department will conduct another round of outreach to all properties and businesses within the Tornado Zone to promote the loan program.

In an effort to facilitate the reconstruction of buildings that were affected by the tornado, on May 10, 2023, the City Council unanimously voted to temporarily suspend existing limitations set forth under Montebello Municipal Code ("MMC") Section 17.54.040(c)(3), which states: "If a nonconforming building or structure is damaged or partially destroyed, it may be restored to the condition in which it existed immediately prior to the occurrence of such casualty; provided, that the total reconstruction cost does not exceed thirty-seven (37) percent of the fair market value of the building or structure. In addition, all such construction and/or repair work shall be completed within a period of one year from the date of the occurrence of the casualty."

The above-referenced limitations set forth under Section 17.54.040(c)(3) were temporarily suspended to pause the following provisions of the MMC from creating impediments to property owners and businesses who wish to rebuild or repair those

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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buildings affected by the Montebello tornado: 1) the thirty-seven percent of fair market value threshold; and 2) the one-year time limit for repair or construction to be completed. The suspension of these regulations will only be applicable to those seventeen (17) units that were impacted by the tornado that occurred on March 22, 2023. The proposed temporary suspension of limitations as described in this report and memorialized in Resolution No. 23-29 will be effective for a period of six (6) months from the date of approval of the City Council.

On October 3, 2023, the City provided written notice to all impacted businesses and property owners within the Tornado Zone to encourage affected property owners and businesses to take advantage of this temporary suspension and to notify them that the expiration of the temporary suspension will be November 10, 2023.

From the period beginning May 11, 2023 to present, the Building and Safety Division has been working with multiple business and property owners to secure the necessary permits to re-open their respective locations. The following matrix is intended to provide an update regarding recovery of the impacted properties:

NAME OF BUSINESS	ADDRESS	STATUS
The Shyft Group (Utilimaster)	1130 S. Vail	Plant Closed
ATC Sequoia, LLC	1136 S. Vail	Repair plans approved/permit issued
Joy Aquarium	1136 S. Vail	Repair plans approved/permit issued
Little Mage Corp.	1136 S. Vail	Repair plans approved/permit issued
Faus Lighting Inc.	1136 S. Vail	Repair plans approved/permit issued
LED Lighting Manufacture	1136 S. Vail	Repair plans approved/permit issued
Grow Pros Solution	1140 S. Vail	Repair plans approved/permit issued
KoiKoi Trading	1146 S. Vail	Repair plans approved/permit issued
J Foods, Inc.	1146 S. Vail	Repair plans approved/permit issued
Yaba Investments, Inc.	1146 S. Vail	Repair plans approved/permit issued
Lam Sheng Kee West Coast	1146 S. Vail	Repair plans approved/permit issued
O&D Food Inc.	1150 S. Vail	Repair plans approved/permit issued
Niky's Warehouse, Inc.	1200 S. Vail	Relocated outside the City
Dial Tube and Steel	1540 Date	Has not submitted repair plans
Turner Fiberfill, Inc.	1600 Date	Repair plans approved/permits issued
Royal Paper Box Co	1105 Maple	Repair plans approved/permits issued
Royal Paper Box Co	1137 Maple	Repair plans approved/permits issued

SUMMARY:

On March 22, 2023, the City of Montebello experienced a tornado that significantly damaged several buildings located within the City's industrial area. The National Weather Service estimated the tornado's peak wind speed was approximately 110 mph and was recorded to be 50 yards wide. The aftermath of the tornado left approximately seventeen (17) units located on nine (9) properties damaged, resulting in eleven (11) of those seventeen (17) units being red-tagged, and unsuitable for occupation, as determined by the City's Building Official. In response to the tornado, City staff immediately assembled a tornado recovery taskforce consisting of several government agencies at the Federal, State, and local levels. This update serves as a concluding report on the various actions taken by the City and partner public agencies in response to the Montebello tornado event earlier this year. Staff recommends that the City Council receive and file this staff report.

ATTACHMENT(S)

1. Attachment A - Tornado Resource Fair Flyer (03-28-2023)
2. Attachment B - SHYFT GROUP GTB WARN LETTER_Montebello Tornado
3. Attachment C - Montebello Tornado Job and Resource Fair_May 3_Flyer
4. Attachment D - CA 17842 Fact Sheet Presidential-Amendment 3
5. Attachment E - Resolution No. 23-29 - Repair Buildings Affected by Tornado
6. Attachment F - Tornado Recovery notification Letter

NEXT STEPS:

N/A

Departamento de Oportunidad Económica



Tornado Recuperamiento

Evento de Recursos y Ayuda para negocios y trabajadores

La Supervisora Hilda Solís del Condado de Los Angeles, la Ciudad de Montebello, y el Departamento de Oportunidad Económica, están coordinando un evento para ayudar a negocios y trabajadores impactado por el tornado en la Ciudad de Montebello. Ayuda va estar disponible en Chino (Cantonese y Mandarin), Koreano, Español, y Armeniano.



**Puedes scanear el código de
QR por información y ayuda.**

Fecha y Hora:

**Martes, 28 de Marzo
10am hasta las 3pm**

Ubicación:

**Ark de Montebello
931 S Maple Ave,
Montebello, CA 90640**



Los Angeles County Supervisor

HILDA L. SOLIS

First District


MONTEBELLO

ELEVATE



Conéctate con nosotros en las redes sociales! Siga a @EconOppLA en
Facebook, Instagram y Twitter.

The Shyft Group GTB, LLC

1130 S. Vail Ave., Montebello, CA 90640-6021 | P: 323.276.1933

March 31, 2023

Via Overnight Mail and Electronic Mail (dtorres@montebelloca.gov)

The Honorable David Torres
City of Montebello
1600 W. Beverly Boulevard
Montebello, California 90640

Re: WARN Notice

Dear Mayor Torres:

As you know, on March 22, 2023, a tornado severely damaged our Montebello facility. This unforeseeable natural disaster and physical calamity will have our facility closed for the foreseeable future and may result in the facility's permanent closure. At a minimum we anticipate the facility will be closed for at least six months.

Pursuant to the Worker Adjustment and Retraining Notification Act, The Shyft Group GTB, LLC hereby notifies you of its intent to conduct a plant closing at its facility located at 1130 S. Vail Avenue, Montebello, California 90640-6021 ("the Facility"). At this time, the closure of the entire plant is expected to be permanent.

Layoffs are expected to begin on Wednesday, May 31, 2023 and will be completed on that date. This separation is now expected to be permanent. There are no bumping rights and there is no union representing the affected employees.

This information is based on the best information currently available to us but may change due to subsequent events. The Company will provide employees with their regular pay and benefits from today through May 31, 2023, or the employee notifies the company that they are voluntarily terminating their employment to take another position, whichever first occurs. A list of job titles of the positions to be affected, and the number of affected employees in each job classification is attached.

This notice is being provided pursuant to the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §§ 2101-2109 and California Labor Code §§ 1400-1408. This notice is not intended and should not be construed as an admission that this notice is required at any particular facility or to any particular employee. All rights and defenses pursuant to the WARN Act, Labor Code and other laws are specifically reserved.

I or Kiana Hernandez, Human Resources Manager, will be available to speak with you to answer any questions you may have, and to coordinate any assistance the City may be able to provide, at 562.706.1408.

Sincerely,

Yulu Zhou

Yulu Zhou
General Manager

The Shyft Group USA, Inc.

Enclosure

Hourly Employees	
Job Title	Number of Affected Employees
12V & 120V Electrician	2
12V Electrician	1
Aluminum Welder	2
Assembler	6
Assembler II	1
Body Mount	1
Certified Forklift Driver	1
Driver	2
Electrician III	1
Finishing Car Wash	1
Foam Machine Operator	1
General Labor	4
Inside Sales	1
Lead Men	6
Lot Attendant	1
Maintenance Tech	1
Parts & Inventory	1
Purchasing Assistant	1
Receptionist	1
Sales Coordinator	1
Welder	10
Welder 1	1
Grand Total	47

Salary Employees	
Job Title	Number of Affected Employees
Accounts Payable	1
Design Engineer	1
EHS	1
HR	1
Inside Sales	1
Operation Manager	1
Plant controller	1
Production Supervisor	4
Purchasing Manager	1
Sales Manager	1
Grand Total	13

DEPARTMENT OF ECONOMIC OPPORTUNITY



Job and Resource Fair

for Workers Displaced by the Montebello Tornado

L.A. County Department of Economic Opportunity and the City of Montebello will be hosting a Rapid Response information session for laid-off workers and a job fair. Hiring managers will be in attendance so please bring your resumes and be prepared to interview.



Date and Time:
Wednesday, May 3, 2023
9:00am to 2:00pm

Location:
The Ark Montebello
931 S. Maple Ave,
Montebello, CA 90640

SCAN QR CODE TO RSVP

Multilingual support will be available in the following languages on site: Vietnamese and Spanish



Los Angeles County Supervisor

HILDA L. SOLIS

First District


MONTEBELLO
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Connect with us on social media! Follow @EconOppLA on Facebook, Instagram, and Twitter.



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

CALIFORNIA Declaration #17842 & #17843

(Disaster: CA-00376)

**Incident: SEVERE WINTER STORMS, STRAIGHT-LINE WINDS, FLOODING,
LANDSLIDES & MUDSLIDES**

occurring: February 21, 2023 & continuing

in the California counties of: **Kern, Madera, Mariposa, Mendocino, Mono, Monterey, San Benito, San Bernardino, Santa Cruz, Tulare & Tuolumne;**

for economic injury only in the contiguous California counties of: **Alpine, Calaveras, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Los Angeles, Merced, Orange, Riverside, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Sonoma, Stanislaus, Tehama, Trinity & Ventura;**

for economic injury only in the contiguous Arizona counties of: **La Paz & Mohave;**

and for economic injury only in the contiguous Nevada counties of: **Clark, Douglas, Esmeralda, Lyon & Mineral**

Application Filing Deadlines:

Physical Damage: June 5, 2023

Economic Injury: January 3, 2024

If you are located in a declared disaster area, you may be eligible for financial assistance from the U.S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.375%	4.750%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	2.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, TO TEMPORARILY SUSPEND LIMITATIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 17.54.040(C)(3) FOR NON-CONFORMING BUILDINGS THAT WERE DAMAGED OR PARTIALLY DESTROYED AS A RESULT OF THE MONTEBELLO TORNADO IN ORDER TO FACILITATE REPAIRS ASSOCIATED WITH AFFECTED BUILDINGS

RECITALS

WHEREAS, the City of Montebello ("City") experienced the strongest tornado in Los Angeles County history in 40 years with 110 mile-per-hour winds on March 22, 2023; and

WHEREAS, this tornado was recorded to be 50 yards wide and left approximately seventeen (17) buildings damaged and eleven (11) of those structures were red-tagged within the City's industrial zone; and

WHEREAS, Section 17.54.040(C)(3) of the Montebello Municipal Code ("MMC") states that, "if a nonconforming building or structure is damaged or partially destroyed, it may be restored to the condition in which it existed immediately prior to the occurrence of such casualty; provided, that the total reconstruction cost does not exceed thirty-seven percent of the fair market value of the building or structure. In addition, all such construction and/or repair work shall be completed within a period of one year from the date of the occurrence of the casualty."; and

WHEREAS, in order to facilitate the repair of damaged and destroyed businesses and buildings in an expeditious manner, the City desires to temporarily suspend the limitations set forth under MMC Section 17.54.040(C)(3) for a period of 6 months from the date of adoption of this Resolution; and

WHEREAS, the limitations set forth under this Section that will be suspended include (a) the thirty-seven percent of fair market value threshold and (b) the one year time limit for repair or construction to be completed; and

WHEREAS, this suspension will only apply to those buildings that were damaged or partially destroyed as a result of the Montebello tornado that occurred on March 22, 2023; and

WHEREAS, Government Code section 36935 requires a resolution to be adopted or made only at a regular meeting or at a special meeting for which the notice of such special meeting specifies the business to be transacted; and

WHEREAS, Government Code section 36936 requires a recorded majority vote of the total membership of the City Council to adopt a resolution; and

RESOLUTION NO. 23-29

Page 2 of 3

WHEREAS, the City Council finds that the suspension of such limitations under MMC Section 17.54.040(C)(3) is necessary for the repair and operation of Montebello businesses affected by this natural disaster, is in the best interest of the City and is consistent with the City's General Plan; and

WHEREAS, as a result of the facts and findings mentioned herein, the City of Montebello wishes to temporarily suspend the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado.

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

SECTION 1. The City Council, after consideration of the staff presentation and discussion, hereby finds that the above recitals are true and correct and incorporate them herein by this reference in support of its findings.

SECTION 2. The City Council further finds that the temporary suspension of the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado is necessary for the repair and operation of Montebello businesses affected by this natural disaster and is consistent with the City's General Plan.

SECTION 3. The City Council further finds that it is in the best interest of the City of Montebello to temporarily suspend the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado.

SECTION 4. The City Council further finds that the suspension of these limitations is exempt from the California Environmental Quality Act ("CEQA") under the CEQA Guidelines Section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The suspension of code requirements is an administrative activity involving process and does not have a physical impact in the environment.

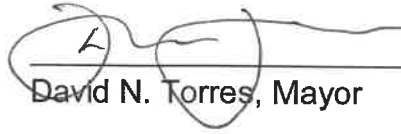
SECTION 5. For the reasons stated herein, the temporary suspension of the limitations under MMC Section 17.54.040(C)(3) to facilitate the construction and repair of buildings damaged by the Montebello tornado, is hereby ordered.

SECTION 6. The City Clerk is hereby authorized and directed to record this Resolution declaring vacation of the subject reserve habitat open space in Exhibit A in the Office of the Los Angeles County Recorder.

APPROVED AND ADOPTED THIS 10TH DAY OF MAY 2023.

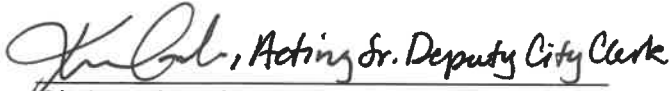
RESOLUTION NO. 23-29

Page 3 of 3


David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:


Christopher Jimenez, City Clerk


Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-29 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 10th day of May 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES: Jimenez, Melendez, Tamayo, Peralta, Torres

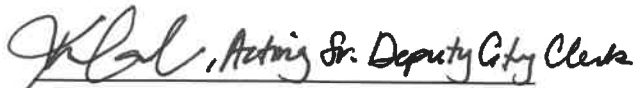
NOES: None

ABSTAIN: None

ABSENT: None

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: 5/10/2023


Christopher Jimenez, City Clerk



CITY OF MONTEBELLO
PLANNING AND COMMUNITY DEVELOPMENT

Joseph Palombi
Planning and Community Development Director

October 17, 2023

Turner Fiberfill Inc.
P.O. Box 460
Montebello, CA 90640-0460

Re: City of Montebello Tornado Recovery Update

Dear Turner Fiberfill Inc.:

In light of the March 2023 tornado event that we experienced in Montebello, the Montebello City Council approved a temporary suspension of the limitations set forth under Montebello Municipal Code ("MMC") Section 17.54.040(C)(3) for a period of six (6) months from the date of adoption of the council action.

Section 17.54.040(C)(3) of the Montebello Municipal Code states that "if a nonconforming building or structure is damaged or partially destroyed, it may be restored to the condition in which it existed immediately prior to the occurrence of such casualty; provided that the total reconstruction cost does not exceed thirty-seven percent (37%) of the fair market value of the building or structure. In addition, all such construction and/or repair work shall be completed within a period of one year from the date of the occurrence of the casualty".

In order to facilitate the repair of damaged and destroyed businesses and buildings resulting from the tornado event, the limitations set forth under this code section will be suspended including the 37% fair market value threshold and the one-year time limit for repair or construction.

This communication is intended to let you know that the above-referenced temporary suspension of the City's Code provisions regarding building improvements will expire on November 10, 2023.

Therefore, you are encouraged to take advantage of this suspension in order to initiate or complete any repairs or construction pertaining to your damaged property.

If you should have any questions regarding this matter, please feel free to reach out to our Building and Safety Division officials at (323) 887-1200 extension 1497 to obtain more information or to submit any required application material. We stand ready to assist you in a friendly and expeditious manner.

Sincerely,

Joseph Palombi



CITY OF MONTEBELLO
PLANNING AND COMMUNITY DEVELOPMENT

Joseph Palombi
Planning and Community Development Director

Director of Planning & Community Development



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: **ADOPT RESOLUTION NO. 23-78 APPROVING VEHICLE MILES TRAVELED (VMT) THRESHOLDS AS REQUIRED BY SENATE BILL 743**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 23-78 approving a threshold of significance and screening criteria for purposes of analyzing transportation impacts pursuant to the California Environmental Quality Act ("CEQA") using Vehicle Miles Traveled ("VMT") as required by Senate Bill 743 and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Determine and find that the subject is not a project within the meaning of the CEQA Guidelines Section 15378 and is therefore not subject to CEQA.
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no fiscal impacts related to the adoption of a threshold of significance and screening criteria for purposes of analyzing transportation impacts pursuant to CEQA using Vehicle Miles Traveled ("VMT") as required by Senate Bill 743.

BACKGROUND/DISCUSSION:

On October 17, 2023, the Planning Commission held a duly noticed public hearing and considered the thresholds of significance for the VMT as it relates to the analysis for transportation impacts under CEQA as required by SB 743. The Planning Commission recommended that the City Council approve/adopt the VMT thresholds to comply with State law. The action of the Planning Commission was taken by a 3-0-0-2 vote with 3

members voting in favor and 2 members being absent.

Traditionally, agencies, including the City of Montebello, have used the level of service (“LOS”) methodology to assess traffic operations and analyze environmental impacts for discretionary projects in accordance with CEQA. The current LOS thresholds focus on relieving traffic congestion and minimizing traffic delays. In 2013, the State adopted Senate Bill (“SB”) 743, which requires public agencies to modify their methodology for analyzing transportation impacts of land use projects subject to CEQA. SB 743 is intended to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.

The Governor’s Office of Planning and Research (“OPR”) was directed to look at different metrics for identifying transportation impacts associated with projects resulting in updated regulations requiring the use of VMT’s as the appropriate methodology for measuring transportation impacts on the environment. VMT metrics measure the number of vehicle trips generated and the length or distance of those trips. For example, one vehicle traveling one mile would equate to one VMT. This focus from impacts to motorists to the impacts of vehicle travel on the environment is intended to align with the State’s goals to reduce greenhouse emissions and improve public health by encouraging infill development and active transportation.

Regulatory changes to the CEQA Guidelines (Section 15064.4) to implement SB 743 were approved in December 2018, and cities were encouraged to formally adopt their own threshold of significance. Pursuant to the implementation schedule established by the State, the SB 743 provisions became effective statewide on July 1, 2020. Therefore, in 2020, the City of Montebello, along with other cities within the San Gabriel Valley, partnered with the San Gabriel Valley Council of Governments (SGVCOG) and took part in the San Gabriel Valley Regional VMT Analysis Model program to develop a VMT analysis framework for the region. The COG prepared multiple interim documents and maps, which resulted in the “Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment” document for participating member cities in the region, which included Montebello, as well as an online tool which can be used to estimate a land use project’s VMT efficiency metrics and impacts.

ENVIRONMENTAL:

Pursuant to CEQA, the adoption of VMT CEQA thresholds of significance is not considered a project within the meaning of Public Resources Code Section 21065 and State CEQA Guidelines Section 15378. The VMT Thresholds would not lead to a direct or a reasonably foreseeable indirect change in the physical environment. The VMT Thresholds are an administrative activity of the City. Specifically, the VMT Thresholds provide guidance to property owners, project developers, applicants, and proponents for determining the significance of transportation impacts of land use projects under CEQA. The VMT Thresholds do not approve any specific development and would not lead to any particular physical change to the environment. Therefore, adoption of VMT Thresholds are exempt from CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations because these actions are undertaken by the City for the protection of the environment and will ensure compliance with State mandate SB 743. Accordingly, City

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Council will consider the recommendation to find Resolution No. 23-78 exempt from environmental review requirements of CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations.

ANALYSIS:

The document prepared by the SGVCOG established the framework for the region, however, it did not consider the uniqueness of each city or how these standard methodologies may not apply or be consistent with an individual city's goals and policies. Therefore, the City partnered with Kittelson & Associates, Inc., a professional traffic engineering firm, to evaluate recommendations from the SGVCOG to ensure compliance with methodologies established by OPR, procedures and thresholds for the evaluation of VMT for CEQA purposes and determine appropriate procedures and thresholds specific to the City of Montebello.

As a result, the City of Montebello Transportation Study Guidelines (Attachment B) were prepared with a goal of providing guidance on assessment of General Plan Consistency. These transportation guidelines include a transportation assessment for Non-CEQA Level of Service analysis and CEQA-VMT Analysis. The requirements are intended for any person or entity proposing development in the City and should be used in coordination with the City's local CEQA Guidelines and the Montebello Municipal Code to guide the development review process and facilitate environmental analysis pursuant to CEQA.

Non-CEQA- Level of Service (LOS)

CEQA requires jurisdictions to review the impact a project would have on the existing environment and to disclose those impacts to the public and decision makers and, as a result, address those impacts deemed significant. One of the environmental categories public agencies study for projects under CEQA is transportation and how traffic will be impacted with a new development. CEQA defines a significant impact as a substantial or potential change or adverse impact on the environment.

For the past several years, the manner in which the City analyzed transportation impacts under CEQA consisted of evaluating a project's impacts using intersection and/or roadway segment LOS to determine the level of congestion (vehicle delay) that a project may have on the road or intersection by designating a letter grade. Specifically, a letter grade "A" to "F" was given, with LOS of "A" meaning the least amount of vehicle day and "F" meaning the worst level of vehicle delay.

With the passage of SB 743, LOS analysis is no longer appropriate for CEQA. However, it does not prevent a city from continuing to analyze delay or LOS outside of CEQA. LOS may still be needed as a stand-alone document for project approval for other transportation planning or analysis purposes (i.e. general plans, impact fee programs, corridor studies, ongoing network monitoring). Specifically, a transportation study may be needed as a stand-alone document which is a requirement of project approval.

As indicated in the City of Montebello Transportation Study Guidelines (Attachment B),

any project that includes LOS analysis, a transportation study shall be required for proposed projects that meet any of the following criteria:

- When either the weekday AM or PM peak hour trip generation (or study periods, as directed by the City) is expected to exceed 100 vehicle trips from the proposed development;
- Projects that will add more than 50 trips during the weekday AM or PM peak hours to any intersection;
- Any project where variations from the standards and guidelines provided in this manual are being proposed; or
- Determined by the City Traffic Engineer that existing or proposed traffic conditions in the project vicinity warrant evaluation.

A traffic analysis and/or traffic study must be prepared by, or under the direction of, a registered Traffic Engineer. The scope of work for traffic analysis, study areas and methodologies shall be determined by the City's Traffic Engineer.

CEQA-VMT Transportation Assessment Guidelines

As specified in the Transportation Guidelines (Attachment B), VMT analysis should be conducted for land use projects as deemed necessary by the City Traffic Engineer and would apply to projects that have the potential to increase the baseline home-based VMT per capita for residential projects, home-based work VMT per employee for office projects, or total VMT for retail projects.

The City of Montebello Transportation Assessment Guidelines (Attachment B) will align with the city's goals and policies and be consistent with SB 743. The proposed guidelines establish VMT screening criteria and thresholds. Staff will utilize the three-step screening process to screen projects from a detailed project-level VMT assessment or utilize the web-based tool prepared by SVCOG to assist with VMT assessment screening and mitigation recommendations. The three-step screening method is summarized below:

1. *Transit Priority Area (TPA) Screening*

TPA is defined as a half mile area around an existing major transit stop or an existing stop along a high-quality transit corridor per the Public Resources Code Section 21099(a)(7). Pursuant to Public Resources Code Section 21064.3, major transit stop is defined as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Projects with a TPA are presumed to have a less than significant impact. A project is considered to be within a TPA if all parcels within the project site have no more than 25% of their area further than one-mile from the stop or corridor and if not more than 10 percent of the residential units or 100 units (whichever is lower) in the project are further than one-half mile from the stop or corridor. The TPA review can be conducted by utilizing the SGVCOG VMT Assessment tool contained in the Transportation Assessment Guidelines as Attachment B "SGVCOG Assessment Tool User Guide".

2. Low VMT Area Screening

To determine if a project has low VMTs, the analyst can utilize the SGVCOG VMT assessment tool to identify if the project is within a traffic analysis zone (TAZ). The following list are the various types of projects that have been screened out from providing a detailed VMT analysis:

- Residential projects: home-based VMT per capita does not exceed 85% of the SGVCOG regional average VMT per capita.
- Office and other employment-generated projects: projects located within a TAZ area that generates home-based work VMT per employee that does not exceed 85% of the SGVCOG regional average VMT per employee.

3. Project Type Screening

For consistency with SB 743 and guidelines outlined by OPR, the following parameters have been established related to project screening criteria. OPR has identified several project types that can have a less than significant impact as their uses are considered local serving in nature. Below is a list of some of the projects that have been screened out as a less than significant project and no further VMT assessment is necessary. The complete list of screened out projects can be found in the City of Montebello Transportation Study Guidelines, "Project Screening" pages 12-15 of "Attachment B". Examples of screened-out project types:

- Local serving k-12 schools
- Local parks
- Day care centers
- Local serving retail uses less than 50,000 square feet
- Local serving assembly uses (places of worship, community organizations)
- Community institutions (public libraries, fire stations, local government)
- Affordable, supportive, or transitional housing located within walking distance (a half-mile radius) of transit stops or non-residential uses
- Senior housing
- Student housing projects on or adjacent to a college campus
- Projects generating less than 140 daily vehicle trips

The screening process is enclosed in the Transportation Guidelines included as Attachment B, "VMT Analysis Flowchart" to determine whether a project triggers additional VMT analysis.

GENERAL PLAN CONSISTENCY

The new CEQA transportation impact thresholds are consistent with the General Plan Circulation Element Goal #1 which reads:

"To facilitate traffic movement and alleviate congestion in and around the city."

The adoption of the VMT thresholds will comply with the goals and policies of the General

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Plan and will provide criteria to assist in the evaluation of discretionary land use projects related to transportation impacts.

SUMMARY:

Based on a study prepared by the SGVCOG and analysis conducted by the City's Traffic Consultant, Kittleson & Associates, staff recommends that the City Council adopt Resolution No. 23-78 establishing VMT parameters, as outlined in the City of Montebello Transportation Study Guidelines (Attachment B), for adopting VMT as the methodology in determining a project's transportation impact pursuant to CEQA and determine that this action is not a project under CEQA.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-78_CC_Nov 8 2023_draft
2. Attachment B - Montebello Transportation Study Guidelines_May 2022
3. Attachment C - Planning Commission Resolution No. 17-23

NEXT STEPS:

N/A

RESOLUTION NO. 23-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THRESHOLD OF SIGNIFICANCE AND SCREENING CRITERIA FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RELATED TO VEHICLE MILES TRAVELED (VMT) AS REQUIRED BY SENATE BILL 743 (SB 743) AND FIND THE ACTION IS EXEMPT FROM CEQA.

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA”) encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted and recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743 (SB 743), enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines requiring the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (OPR) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies VMT, meaning that amount and distance of automobile travel attributable to a project, as most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delays, as measured by “Level of Service” (or “LOS”) and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, CEQA Guidelines section 15064.3 became effective on July 1, 2020, and it identified vehicle miles traveled (VMT) as the most appropriate metric to evaluate a project’s transportation impacts; and

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WHEREAS, the City of Montebello, having conducted a public review process, wishes to adopt VMT thresholds of significance to bring the City's transportation analysis methodology in line with state goals pursuant to SB 743 and that typically would apply to projects within the city that are subject to CEQA; and

WHEREAS, the San Gabriel Valley Council of Government (SGVCOG) worked with participating member cities to develop a VMT analysis framework for the region, which resulted in a "Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment". Consistent with SB 743, the Guidelines will establish VMT screening criteria and thresholds; and

WHEREAS, while the use of LOS is no longer appropriate for CEQA analysis, the City Council find that such metrics are still valuable to the City in evaluating other non-environmental impacts to traffic, and such metrics are consistent with the adopted General Plan and therefore can be utilized for conditions of approval to discretionary development projects; and

WHEREAS, on October 17, 2023, the Planning Commission held a duly noticed public hearing on the proposed VMT thresholds of significance within the Transportation Study Guidelines and considered all evidence presented by City staff and other interested parties; and

WHEREAS, the City Council wishes to adopt the proposed VMT thresholds of significance within the Transportation Study Guidelines having considered all information presented by City staff; and

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

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

SECTION 1. The City Council finds that the adoption of the VMT thresholds of significance for transportation impacts within the City's Transportation Assessment Guidelines will not have a significant environmental impact on the environment and are exempt from CEQA, pursuant to Section 15308 of Title 14 of the California Code of Regulations because this action is undertaken by the City for the protection of the environment. The VMT thresholds will be compliant with a State mandate (SB 743) and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Accordingly, the City Council finds the adoption of this Resolution exempt from the environmental review requirements of CEQA, pursuant to Section 15308 of Title 14 of the California Code of Regulations.

SECTION 2. The City of Montebello hereby finds that the VMT thresholds of significance in the Transportation Assessment Guidelines have been developed through a public review process and are supported by substantial evidence, as required by CEQA Guidelines section 15064.7.

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SECTION 3. The City Council hereby adopts the proposed VMT thresholds of significance and Screening Process contained within the Transportation Assessment Guidelines, attached hereto as Attachment A, which includes VMT CEQA Analysis guidelines to ensure consistency with SB 743, and ensures consistency with the City of Montebello Circulation Element.

SECTION 4. The Director of Planning and Community Development may revisit and amend the Transportation Assessment Guidelines as needed, subject to the limitations of CEQA.

SECTION 5. 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 8th DAY OF NOVEMBER, 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-XX was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 8th day of November, 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

RESOLUTION NO. 23-78

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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 Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment

Revised May 2022

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Attachment A: VMT Analysis Flowchart
Attachment B: SGVCOG VMT Assessment Tool User Guide
Attachment C: Detailed VMT Forecasting Information
Attachment D: VMT Reduction Strategies
Attachment E: Transportation Project Types and VMT Analysis Requirements

Introduction

These guidelines describe the transportation analysis requirements for land development, land use plan, and transportation projects in the City of Montebello. Guidelines are provided for evaluating a project's environmental transportation impacts and effects on the local transportation system.

The purpose of these guidelines is to provide guidance on how to prepare transportation studies in the City of Montebello in conformance with all applicable City and State regulations.

Background Information

Senate Bill 743 (SB 743), signed by the Governor in 2013, has changed the way transportation impacts are identified. Specifically, the legislation directed the Office of Planning and Research (OPR) to look at different metrics for identifying transportation as a California Environmental Quality Act (CEQA) impact. The final OPR guidelines were released in December 2018 and identified vehicle miles traveled (VMT) as the preferred metric moving forward. The Natural Resources Agency completed the rulemaking process to modify the CEQA guidelines in December of 2018. The CEQA Guidelines identified that all lead agencies must use VMT as the new transportation metric for identifying significant transportation impacts beginning in July 2020.

In anticipation of the change to VMT, the San Gabriel Valley Council of Governments (SGVCOG) undertook the SGVCOG SB 743 Implementation Study to assist with answering important implementation questions about the methodology, thresholds, and mitigation approaches for VMT impact analysis in its member agencies. The study includes the following main components.

- *Analysis Methodologies Memorandum* – Identification of potential thresholds that can be considered when establishing thresholds of significance for VMT assessment and recommendations of analysis methodologies for VMT impact screening and analysis
- *Mitigation Memorandum* – Types of mitigation that can be considered for VMT mitigation
- *VMT Assessment Tool* – A web-based tool that can be used for VMT screening and mitigation recommendation

The City of Montebello utilized the information produced by SGVCOG through the Implementation Study to adopt a methodology and significance thresholds for use in CEQA compliance. As noted in CEQA Guidelines Section 15064.7(b) below, lead agencies are encouraged to formally adopt their significance thresholds and this is a key part of the SB 743 implementation process.

(b) Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).

The City has refined the SGVCOG recommendations and produced these Transportation Study (TS) Guidelines to outline the specific steps for complying with the new CEQA expectations for VMT analysis and the applicable general plan consistency requirements related to level of service (LOS).

It should be noted that CEQA requirements may change as the CEQA Guidelines are periodically updated and/or legal opinions are rendered that change how analysis is completed. As such, the City will continually review their guidelines for applicability and consultants should contact the City to ensure the most recent guidelines for project impact assessment are applied.

CEQA Changes

A key element of SB 743 is the elimination of automobile delay, LOS, and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant environmental impacts. This change is intended to assist in balancing the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

SB 743 includes amendments to current congestion management law that allows cities and counties to opt-out of the LOS standards that would otherwise apply in areas where Congestion Management Plans (CMPs) are still used. Further, SB 743 required OPR to update the CEQA Guidelines and establish criteria for determining the significance of transportation impacts. In December 2018, OPR released their final recommended guidelines based on feedback from the public, public agencies, organizations, and individuals. OPR recommended VMT as the most appropriate measure of project transportation impacts for land use projects and land use plans. For transportation projects, lead agencies may select their own preferred metric but must support their decision with substantial evidence that complies with CEQA expectations. SB 743 does not prevent a city or county from continuing to analyze delay or LOS outside of CEQA review for other transportation planning or analysis purposes (i.e., general plans, impact fee programs, corridor studies, congestion mitigation, or ongoing network monitoring).

Level of Service Policy

While CEQA requirements have changed and LOS no longer constitutes CEQA impacts, LOS may still be used for planning and analysis purposes. The City has vehicle LOS standards for which local infrastructure will strive to maintain. The LOS standards apply to discretionary approvals of new land use and transportation projects. Therefore, these TS guidelines also include instructions for vehicle LOS analysis consistent with City requirements.

Transportation Study Guidelines

State and federal laws require the correlation of Land Use Element building intensities in a General Plan with the Circulation Element capacity. A TS is required by the City so that the impact of land use proposals on the existing and future circulation system can be adequately assessed and to ensure that the CEQA laws and guidelines are met.

The following TS Guidelines identify CEQA based requirements and non-CEQA based requirements intended for any person or entity who is proposing development in the City and should be used in coordination with the City's Local CEQA Guidelines and Municipal Code to guide the development review process.

For the past several decades, the preparation of a transportation impact analysis under the CEQA process primarily consisted of analyzing a project's impacts using intersection and/or roadway segment LOS. However, with the passage of SB 743, LOS analysis is no longer appropriate for CEQA. However, it may still be needed as a stand-alone document for project approval for planning and analysis purposes. Specifically, a transportation study may be needed as a stand-alone document which is a requirement of project approval and will include information for the decision makers that is not required as part of the CEQA process.

The purpose of these TS guidelines is to provide general instructions for analyzing the potential transportation impacts of proposed development projects. These guidelines present the recommended format and methodology that should generally be utilized in the preparation of a TS.

Application of Guidelines

An applicant seeking project approval will submit the proposed project to the City with a planning and land use approval application. After a preliminary review of the project by City Staff, the applicant will be notified by the project planner if a TS is required. The TS should summarize the evaluation of project-related changes in both LOS and VMT.

A TS which includes LOS analysis shall be required for a proposed project when either the weekday AM or PM peak hour trip generation from the proposed development is expected to exceed 100 vehicle trips and for projects that will add more than 50 trips during either the weekday AM or PM peak hours to any intersection. The trip generation methodology is detailed in this document. Analysis of roadway segments around the project site may also be required. Note that a TS may be required for smaller projects based on land use and location, and other days/peak hours of analysis may be required for unique land uses, based on City direction.

See Section "Non-CEQA Transportation Assessment" for details on when LOS analysis is required.

Furthermore, a TS which includes VMT assessment shall be required for a proposed project that does **NOT** satisfy the identified project screening criteria:

- Transit Priority Area Screening
- Low VMT Area Screening
- Project Type Screening

See Section "CEQA Transportation Assessment - VMT Analysis" for details on these screening criteria.

Projects may be screened from VMT analysis and require LOS analysis, or vice-versa. Where insufficient information is available to make a preliminary assessment of a project's effect on traffic, the City Traffic Engineer shall determine whether a TS will be required.

Guidelines Organization

The remainder of this document is organized to provide guidance on assessment for General Plan consistency (e.g., non-CEQA LOS analysis) and CEQA compliance (e.g. VMT analysis), as well as the format for the transportation study.

Transportation Study	
<u>Non-CEQA Transportation Assessment</u> • LOS Analysis	<u>CEQA Transportation Assessment</u> • VMT Analysis • Active Transportation, Public Transit, and Safety Analysis

Non-CEQA Transportation Assessment

Level of Service Analysis Procedure

Traffic analysis should be prepared by, or under the direction of, a registered traffic engineer, registered civil engineer, or qualified transportation planner. To establish a mutually agreeable scope of work for the traffic analysis, the analyst and project applicant shall meet with City staff to identify study area, assumptions, and methodologies for the traffic analysis. All assumptions and methodologies for the LOS analysis are subject to review and approval by the City Traffic Engineer.

A transportation study which includes LOS analysis shall be required for a proposed project that meets any of the following criteria:

- When either the weekday AM or PM peak hour trip generation (or other study periods, per City discretion) is expected to exceed 100 vehicle trips from the proposed development
- Projects that will add more than 50 trips during the weekday AM or PM peak hours (or other study periods, per City discretion) to any intersection
- Any project where variations from the standards and guidelines provided in this manual are being proposed
- When determined by the City Traffic Engineer that existing or proposed traffic conditions in the project vicinity warrant evaluation

Traffic Counts

The traffic analysis should not use traffic counts that are more than two years old without approval of the City Traffic Engineer. If traffic counts taken within the last two years are not available, then new traffic counts shall be collected by a qualified data collection firm. Turning movement data at the study intersections should be collected in 15-minute intervals during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, unless the City Traffic Engineer specifies other hours (e.g., for a signal warrant determination or weekend analysis). Unless otherwise required, all traffic counts should generally be conducted when local schools and colleges are in session, in typical weather conditions, on Tuesdays, Wednesdays or Thursdays during non-summer months, and should avoid being taken on weeks with a holiday.

Trip Generation

Trip generation rates from the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be utilized. Analysis for a proposed project with trip generation rates not provided in the ITE Trip Generation Manual may use rates from other agencies or locally approved studies for specific or unique land uses. Documentation supporting the use of these trip generation rates will be required.

The traffic analysis should include justification for trip generation credits such as existing uses, transit, and internal capture. The pass-by traffic credit should be calculated based upon ITE data or special studies approved by the City.

Trip Distribution and Assignment

Description of trip distribution and assignment for vehicle trips to and from the site along specific roadways that will be utilized by project generated traffic is required. The basic methodology and assumptions used to develop trip distribution and assignments must be clearly stated and approved by the City Traffic Engineer. The basis for trip distribution should be linked to the demographic or market data in the area and should consider the project's location relative to the regional roadway system.

The trip assignment for the project should be based on existing and projected travel patterns and the future roadway network and its travel time characteristics. The trip assignment should incorporate the trip generation of the project minus the appropriate credits.

Traffic Forecasts

The traffic analysis should include the total traffic which is expected to occur at buildout of proposed project. This means that the analyst preparing the traffic study should include all the cumulative effects of proposed developments as well. The latest version of the Southern California Association of Governments (SCAG) Travel Demand Model or appropriate sub-area travel demand model should be used to generate future year forecasts. Projects which have been approved, planned, or are under construction in the vicinity of the proposed project should be verified as included in the latest version of the SCAG model or appropriate sub-area model approved by the City Traffic Engineer.

Study Area

In consultation with City staff, intersections and roadway segments within the study area shall be analyzed for effects on intersection operations and roadway capacity. At a minimum, the transportation study should evaluate the following:

- Site access driveways
- Roadways adjacent to the project site
- Intersections in the immediate vicinity of the project site and where the proposed project will add 50 or more peak hour trips
- Roadway segments between study intersections and/or project driveways

Operations Analysis Methodologies

Intersection Analysis

The City will use the latest version of the Highway Capacity Manual (HCM) methodology to evaluate the weekday AM and PM peak hour LOS at signalized and unsignalized intersections. The peak hour will be identified as the highest one-hour period in both weekday AM and PM counted periods, as determined by four consecutive 15-minute count intervals. The following parameters should be used in determining the LOS at the intersections within the City.

- A peak hour factor (PHF) based on observed conditions shall be used for analyzing existing conditions.
- A PHF of 0.95 shall be used for future conditions (consult with City staff if the existing PHF is higher than 0.95).

Pedestrian activity should be considered on a case by case basis using reductions in saturation flow rates for affected lanes as determined by sound engineering judgement. The HCM is the best source of guidance for assessment of pedestrian influences on flow rates.

Table 1 summarizes the range of values and LOS designations.

TABLE 1: INTERSECTION LEVEL OF SERVICE CRITERIA

LOS	Intersection Delay (seconds)		Description
	Signalized Intersection	Unsignalized Intersection	
A	≤10.0	≤10.0	EXCELLENT. Operations with very low delay and most vehicles do not stop.
B	>10.0 and ≤20.0	>10.0 and ≤15.0	VERY GOOD. Operations with good progression but with some restricted movements.
C	>20.0 and ≤35.0	>15.0 and ≤25.0	GOOD. Operations where a significant number of vehicles are stopping with some backup and light congestion.
D	>35.0 and ≤55.0	>25.0 and ≤35.0	FAIR. Operations where congestion is noticeable, longer delays occur, and many vehicles stop. The proportion of vehicles not stopping declines
E	>55.0 and ≤80.0	>35.0 and ≤50.0	POOR. Operations where there is high delay, extensive queueing, and poor progression.
F	>80.0	>50.0	FAILURE. Operations that are unacceptable to most drivers, when the arrival rates exceed the capacity of the intersection.

Source: Highway Capacity Manual 6th Edition

In addition to assessing LOS at study intersections, the transportation study should also evaluate the adequacy of turn pocket storage length at off-site study intersections based on 95th percentile queues.

Roadway Segment Analysis

A roadway segment analysis compares the daily traffic volume along a study roadway segment to the roadway classification and associated design capacity. The results are reflected in a volume to capacity, or V/C, ratio. The City of Montebello has established daily vehicle capacity thresholds for each functional roadway classification. Daily capacity thresholds represent a V/C of 1.00. Table 2 summarizes the roadway segment vehicle capacity thresholds. Table 3 summarizes the range of V/C ratios and LOS values.

TABLE 2: ROADWAY SEGMENT VEHICLE CAPACITY THRESHOLDS

Roadway Classification	Roadway Capacity (Average Daily Traffic)
6 Lanes Major Arterial	60,000
4 Lane Major Arterial	40,000
4 Lane Secondary Arterial	30,000
2 Lane Collector	15,000

TABLE 3: ROADWAY SEGMENT LEVEL OF SERVICE CRITERIA

V/C Ratio	LOS
≤0.60	A
>0.60 and ≤0.70	B
>0.70 and ≤0.80	C
>0.80 and ≤0.90	D
>0.90 and ≤1.00	E
>1.00	F

Analysis Scenarios

The following identifies the analysis scenarios that should be evaluated for LOS analysis (at the discretion of the City Traffic Engineer).

- **Existing Conditions:**

Existing traffic conditions: data must have been collected within the past two years. Otherwise, new traffic counts shall be conducted.

- **Opening Year:**

Existing traffic conditions plus ambient growth and traffic from all the development within the study area for which an application has been submitted ("pending projects"), or that have been approved but not yet constructed. There may be multiple opening years if the project is proposed in phases.

- **Opening Year plus Project:**

Traffic conditions of Opening Year (existing plus ambient growth and approved and pending developments) plus traffic generated by the proposed project.

- **Horizon Year:**

Build-out of City General Plan and circulation system. SCAG build-out projections should be used for this purpose. A General Plan build-out analysis is generally required for any project that requires a General Plan Amendment or otherwise proposes development that exceeds the land use intensity assumed for the General Plan, and/or at the discretion of the City Traffic Engineer.

- **Horizon Year plus Project:**

Traffic conditions of Horizon Year (General Plan build-out) plus traffic generated by the proposed project.

Projects that are to be constructed in more than one phase will require interim year future analyses to address each phase of the development and its associated traffic effects. The year(s) to be analyzed will coincide with the scheduled phasing and will be approved by the City Engineer or designee.

A table shall be included which identifies the forecast LOS for each intersection within the defined study area. This summary table shall present LOS for all scenarios evaluated, including improvements proposed by the project.

Transportation Effects

Signalized or unsignalized intersections may require improvements if one or more of the following conditions are met:

- The addition of project traffic to an intersection results in the degradation of intersection operations from LOS D or better operations to LOS E or F.
- The project-related increase in delay is equal to or greater than 2.0 seconds at an intersection that is already operating at LOS E or F.
- For unsignalized intersections, in addition to meeting one of the two conditions described above, the intersection also meets peak hour signal warrants either caused by project volumes, or project volumes are added at an intersection that meets peak hour signal warrants in the baseline scenario(s). Peak hour signal warrants should be determined based on the latest California Manual on Uniform Traffic Control Devices (CA MUTCD).

Improvements may also need to be identified to address deficiencies related to queuing at study intersections. If the project causes deficiencies or worsens deficiencies, the transportation study

should identify improvements to reduce queues (such as signal timing or dedicated turning phases) or to extend queue storage space.

Thresholds for study roadway segments are based on LOS values linked to V/C ratios. Any study roadway segment that would degrade from LOS D to LOS E or F due to the addition of project-generated traffic may require improvements. In addition, any study roadway segment that already operates at LOS E or F and experiences a V/C ratio increase of greater than 0.02 due to the addition of project-generated traffic may require improvements.

While the minimum acceptable LOS for City facilities is LOS D, at its discretion the City may allow LOS E or F operations at specific locations to encourage mixed-use, infill development that is supportive of transit and active transportation.

The fair share cost for the proposed improvements in the cumulative condition should also be calculated.

On-Site Parking Analysis

The analysis should address the on-site parking supply versus parking required per City code. If the proposed development is mixed-use, a table shall be included presenting each land use, its size and the code parking requirement. This table should clearly indicate how the code parking was calculated and include the proposed on-site parking supply together with the resultant surplus or deficit from code requirements.

Should the on-site parking supply be less than required by the City code, a detailed explanation justifying a reduction to the code requirement must be included. Note that this does not eliminate the need for any zoning code variance. Shared parking evaluations will be considered when appropriate.

The proposed project's on-site bicycle parking supply should also be compared to City code requirements (if applicable).

Access and Circulation Analysis

The project's access points and on-site circulation shall be analyzed. As appropriate, the analysis shall include the following:

- Number of access points proposed for the project site
- Spacing between driveways and intersections
- Potential signalization of driveways
- On-site stacking distance (including uses with a drive thru) and inbound/outbound queuing at project driveways
- Shared access
- Turn conflicts/restrictions

- Adequate sight distance
- Driveway improvements
- Pedestrian connections
- Any other operational characteristics as identified by City staff

If the proposed project is a residential or commercial use with privacy gates, the applicant shall provide a stacking analysis for review and approval. The adequacy of the interface with the arterial network will need to be demonstrated and necessary improvements to adjacent intersections may be required.

The transportation study must also include any additional analysis that is deemed necessary by City staff, to be determined through a scoping meeting. This could include a passenger loading demand analysis, freight loading demand analysis, and/or truck turning templates.

CEQA Transportation Assessment – VMT Analysis

VMT Analysis Methodology

For purposes of SB 743 compliance, a VMT analysis should be conducted for land use projects as deemed necessary by the City Traffic Engineer and would apply to projects that have the potential to increase the baseline home-based VMT per capita for residential projects, home-based work VMT per employee for office projects, or total VMT for retail projects for the City. All assumptions and methodologies of the VMT analysis are subject to review and approval by the City Traffic Engineer.

A flowchart of the VMT analysis process is attached to these guidelines (see Attachment A, "VMT Analysis Flowchart"). A web-based tool has been prepared by SGVCOG to assist with VMT assessment screening and mitigation recommendations.¹ A user guide for use of the web-based tool is attached (see Attachment B, "SGVCOG VMT Assessment Tool Users Guide").

For the purposes of the VMT analysis, the baseline scenario represents the existing conditions at the time of the project's Notice of Preparation (NOP). The cumulative scenario represents the adopted SCAG RTP/SCS horizon year.

Project Screening

There are three types of screening that may be applied to effectively screen projects from a detailed, project-level VMT assessment. These screening steps are summarized below:

Step 1: Transit Priority Area (TPA) Screening

Projects located within a TPA² may be presumed to have a less than significant impact absent substantial evidence to the contrary. This presumption may **NOT** be appropriate if the project:

¹ <https://apps.fehrandpeers.com/SGVCOGVMT/>

² A TPA is defined as a half mile area around an existing major transit stop or an existing stop along a high-quality transit corridor per the definitions below. Public Resources Code § 21099(a)(7)

Pub. Resources Code, § 21064.3 - 'Major transit stop' means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

Pub. Resources Code, § 21155 - For purposes of this section, a 'high-quality transit corridor' means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

1. Has a Floor Area Ratio (FAR) of less than 0.75;
2. Includes more parking for use by residents, customers, or employees of the project than required by the City;
3. Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the City or other lead agency, with input from SCAG); or
4. Replaces affordable residential units with a smaller number of moderate- or high-income residential units.

A project should be considered to be within a TPA if all parcels within the project site have no more than 25 percent of their area farther than one-half mile from the stop or corridor and if not more than 10 percent of the residential units or 100 units (whichever is lower) in the project are farther than one-half mile from the stop or corridor.

To identify if the project is in a TPA, the analyst may review the TPA map included in the SGVCOG VMT assessment tool. Additionally, the analyst should confirm with all local transit providers that no recent changes in transit service have occurred in the project area (e.g., addition or removal of transit lines, addition or removal of transit stops, or changes to service frequency) since changes to transit service and/or stops may have occurred since the last time the assessment tool was updated.

At its discretion, the City can also allow a project to screen out of a detailed VMT assessment using proximity to future planned high-quality transit service.

Step 2: Low VMT Area Screening

Residential and office (and other employment-based) projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. In addition, other employment-related and mixed-use land use projects may qualify for the use of screening if the project can reasonably be expected to generate VMT per capita or per employee that is similar to the existing land uses in the low VMT area.

For this screening criteria, the SCAG travel forecasting model was used to measure VMT performance for individual traffic analysis zones (TAZs). TAZs are geographic polygons similar to Census block groups used to represent areas of homogenous travel behavior. Total daily home-based VMT per capita or home-based work VMT per employee was estimated for each TAZ. This presumption may not be appropriate if the project land uses would alter the existing built environment in such a way as to increase the rate or length of vehicle trips. The project applicant should document whether or not any increase to the trip generation rate or length of vehicle trips is expected.

To identify if the project is in a low VMT-generating area, the analyst should utilize the SGVCOG VMT assessment tool, which maps TAZ averages and compares them to the appropriate regional averages. Residential projects located in a TAZ that generates home-based VMT per capita that

does not exceed 85% of the SGVCOG regional average VMT per capita can be screened out of a detailed VMT analysis; office and other employment-generating projects located in a TAZ that generates home-based work VMT per employee that does not exceed 85% of the SGVCOG regional average VMT per employee can be screened out of a detailed VMT analysis. The tools interpolation function should be utilized to estimate TAZ and regional averages for the existing/NOP year, as appropriate. Additionally, as noted above, the analyst must identify if the project is consistent with the existing land uses (i.e., if the project is proposing single-family housing, there should be existing single-family housing of approximately the same density) within that TAZ and use professional judgement that there is nothing unique about the project that would otherwise be misrepresented utilizing the data from the tool.

Step 3: Project Type Screening

Some project types have been identified as having the presumption of a less than significant impact. The following uses can be presumed to have a less than significant impact absent substantial evidence to the contrary, as their uses are local serving in nature:

- Local-serving K-12 schools
- Local parks
- Day care centers
- Local-serving retail uses less than 50,000 square feet, including:
 - Gas stations
 - Banks
 - Restaurants
 - Shopping Center
- Local-serving hotels (e.g., non-destination hotels)
- Local-serving assembly uses (places of worship, community organizations)
- Community institutions (public libraries, fire stations, local government)
- Affordable,^{3,4} supportive, or transitional housing located within walking distance (a half-mile radius) of transit stops or non-residential uses
- Assisted living facilities
- Senior housing (as defined by HUD)
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS
- Student housing projects on or adjacent to a college campus

³ Defined as housing that is affordable to lower income (80% Area Median Income and less) individuals or families.

⁴ If a project contains less than 100 percent affordable housing, the portion that is affordable should be screened out of needing a detailed VMT analysis.

- Other local-serving uses as approved by the City Traffic Engineer
- Projects generating less than 140 daily vehicle trips⁵
 - This generally corresponds to the following “typical” development potentials:
 - 14 single family housing units
 - 20 multi-family, condominiums, or townhouse housing units
 - 12,500 sq. ft. of office
 - 28,500 sq. ft. of light industrial⁶
 - 81,500 sq. ft. of warehousing⁶
 - 99,500 sq. ft. of high cube transload and short-term storage warehouse⁶

Local serving retail projects with a total square footage less than 50,000 square feet may be presumed to have a less than significant impact absent substantial evidence to the contrary. Local serving retail generally improves the convenience of shopping close to home and has the effect of reducing vehicle travel. At its discretion, the City could require the retail projects under 50,000 square feet to provide information in the form of a market study to support the assumption that the project would serve local market demand and its users (employees, customers, visitors) would be existing within the community. The project would not generate new “demand” for the project land uses but would meet the existing demand that would shorten the distance existing residents, employees, customers, or visitors would need to travel. In addition, the City could consider the findings of a market study to provide substantial evidence that a retail project larger than the 50,000 square foot threshold would primarily serve a local population and result in an overall reduction in citywide VMT. Based on the results of the market study and staff discretion, a higher square footage threshold may be considered.

VMT Assessment for Non-Screened Development

Projects not screened through the steps above should complete VMT analysis and forecasting through the SCAG model or appropriate sub-area model to determine if the project has a significant VMT impact. This analysis should include ‘project generated VMT’ for the project TAZ (or TAZs) for the baseline (existing) scenario and ‘project effect on VMT’ estimates under the cumulative (horizon year) scenario below. Project generated VMT shall include the VMT generated by the site compared to the CEQA threshold of significance for the baseline scenario. The project effect on VMT is the total VMT for the city, which is more appropriate to review to evaluate how developments may change travel behavior in the area in the cumulative SCAG RTP/SCS scenario.

⁵ Note that a redevelopment project replacing an existing use would estimate the net increase in trips above trips what already exists.

⁶ This number was estimated using rates from ITE’s Trip Generation Manual. Some industrial and warehousing tenants may generate traffic differently than what is documented in ITE. In these cases, documentation of the project generating less than 140 daily trips will be required for review and approval by the City Traffic Engineer.

- **Baseline Conditions:**

This data is available from the SCAG model or appropriate sub-area model approved by the City Traffic Engineer. This data (for projects analyzed using a VMT efficiency metric) is also available in the SGVCOG VMT Assessment Tool. Baseline conditions typically represent the year of the Notice of Preparation (NOP). Interpolation between the base and future year model will be required to identify the VMT representative of the baseline year.

- **Baseline plus Project:**

The project land use would be added to the project TAZ or a separate TAZ would be created to contain the project land uses. A full base year model run would be performed and VMT changes would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. These reasonableness checks are subject to City Traffic Engineer's review. If this scenario results in a less-than-significant impact, then additional cumulative scenario analysis may not be required (more information about this outcome can be found in the Thresholds Evaluation discussion later in this chapter). The SGVCOG VMT assessment tool provides an estimate of the Baseline plus project conditions for projects analyzed using a VMT efficiency metric. This data could be presented in lieu of results from the full model run. However, it is recommended that a base year plus project run always be performed as a check for reasonableness and consistency with the cumulative year results.

- **Cumulative no Project:**

This data is available from the SCAG model or appropriate sub-area model approved by the City Traffic Engineer.

- **Cumulative plus project:**

The project land use would either be added to the project TAZ or a separate TAZ would be created to contain the project land uses. The addition of project land uses should be accompanied by a reallocation of a similar amount of land use from other TAZs; especially if the proposed project is significant in size such that it would change other future developments. Land use projects are often represented in the assumed growth of the cumulative year population and employment. It may be appropriate to remove land use growth that represents a project from the cumulative year model to represent the cumulative no project scenario. If project land uses are simply added to the cumulative no project scenario, then the analysis should reflect this limitation in the methodology and acknowledge that the analysis may overestimate the project's effect on VMT.

Project-generated home-based VMT per capita or home-based work VMT per employee shall be extracted from the travel demand forecasting model using the production-attraction trip matrix. The project-generated VMT metric shall be interpolated between the baseline and cumulative "plus

project” models to the NOP year, while the regional average shall be interpolated to the NOP year using the “no project” models. For retail projects that require a baseline total VMT analysis, the “no project” total citywide VMT (all VMT produced by or attracted to TAZs in the city) shall be interpolated between the “no project” models, while the “plus project” total citywide VMT shall be interpolated between the “plus project models.” If a cumulative total citywide VMT analysis is required, the total citywide VMT from the “no project” and “plus project” cumulative model runs shall be compared with no interpolation or extrapolation.

Other model outputs and VMT data such as total VMT by speed bin may be needed as an input for CEQA air quality, greenhouse gas (GHG), and energy impact analyses.

A detailed description of this process is attached to these guidelines. See Attachment C, “Detailed VMT Forecasting Information.”

The SGVCOG online VMT assessment tool would only be appropriate to use when efficiency metrics such as home-based VMT per capita for residential projects or home-based work VMT per employee for office projects are being estimated; the tool allows the user to estimate VMT for any year between 2012 and 2040. If an analysis requires estimating the change in total VMT (such as a base year analysis of a retail project or a cumulative year analysis of any land use), then use of the SCAG travel demand model is required.

In addition, there may be instances where the use of the online tool is inappropriate for residential and office projects. In particular, a project must have similar land use characteristics to other projects in the model TAZ to utilize the online VMT assessment tool; otherwise, a SCAG model run must be conducted to estimate VMT per capita or employee. For example, use of the online tool may be inappropriate if an office project is proposed in an area that consists entirely of single-family housing.

Uses Other Than Residential, Office, and Retail

While residential, office, and retail projects tend to be the most common land use projects requiring a VMT analysis, projects consisting of other uses may require a VMT analysis. When considering metrics and thresholds for other land uses, the project applicant should consult with City staff. For other uses, the City will make the final determination on the appropriate metric(s) and threshold(s).

Guidance for other land uses is listed below:

- **Industrial:** Use office project metric and threshold
- **Hotel:** Use office project metric and threshold
- **Medical Office:** Use office project metric and threshold
- **School/College:** Use retail project metric and threshold
- **Large Event Centers, Arenas, Convention Centers, and Similar Uses:** Use retail project metric and threshold
- **Recreational Facilities:** Use retail project metric and threshold

- **Churches and Other Religious Institutions:** Use retail project metric and threshold

Mixed Use Projects

For land use projects with a mixed-use component, each use in the project (e.g., residential, office, and retail) should be analyzed separately, taking internalization of trips into account. This approach ensures that the vehicle trip-reducing aspects of such projects are not omitted in the VMT analysis.

Internalization can be calculated using tools such as the ITE methodology, National Cooperative Highway Research Program (NCHRP) Report 684 "Enhancing Internal Trip Capture Estimation for Mixed-Use Developments,"⁷ and the US Environmental Protection Agency (EPA) Mixed-Use Trip Generation Model (MXD).⁸ Such tools can be used to calculate trip reduction rates for individual mixed-use projects in the city. Project applicants should consult with the City to determine which tool to use for estimating internalization. The percentage of internal trips needs to be confirmed with City staff.

Redevelopment Projects

Per CEQA, a redevelopment project that replaces existing uses and results in a net decrease in VMT can be presumed to have a less-than-significant transportation impact and would not require a detailed VMT analysis; a redevelopment project that replaces existing uses and results in a net increase in VMT will require a VMT analysis.

This should be calculated by estimating the total VMT for the previous and proposed land uses using ITE trip generation rates and SGVCOG-area average trip lengths from the California Household Travel Survey (CHTS)⁹ provided below. If a project replaces existing uses and the project leads to a net overall increase in VMT compared to the previous uses, then the appropriate metrics and thresholds should be applied to each proposed use. If the project is a mixed-use project, then internalization should be considered when estimating its total VMT and each component's trip generation should be multiplied by its respective trip length; if the project results in a net increase in VMT, then each individual use should be analyzed under its respective threshold. In addition, the proposed land uses should be analyzed without incorporating a credit or reduction for the displacement of existing land uses at the project site.

The following trip lengths should be used to estimate total VMT:

- **Residential Projects:** 5.46 miles
- **Office/Employment Projects:** 8.31 miles
- **Retail Projects:** 4.94 miles
- **School/Educational Projects:** 3.45 miles

⁷ <http://www.trb.org/Publications/Blurbs/165014.aspx>

⁸ <https://www.epa.gov/smartgrowth/mixed-use-trip-generation-model>

⁹ <https://www.nrel.gov/transportation/secure-transportation-data/tsdc-california-travel-survey.html>

- **Recreational Projects:** 5.25 miles
- **Projects w/ Employment and Customer Attributes (e.g., hospitals):** 6.90 miles

CEQA VMT Impact Thresholds

VMT Impacts

VMT thresholds provided below are to be applied to determine potential significant VMT impacts under CEQA.

A project would result in a significant VMT impact if, in the Existing Plus Project scenario, any of the following conditions are satisfied:

- **Residential Projects:** A significant impact will occur if the project's home-based VMT per capita exceeds a level of 15% below the SGVCOG baseline home-based VMT per capita.
- **Office Projects:** A significant impact will occur if the project's home-based work VMT per employee exceeds a level of 15% below the SGVCOG baseline home-based work VMT per employee.
- **Retail Projects:** A significant impact will occur if the project would result in a net increase the baseline total citywide VMT.

The cumulative no project scenario shall reflect the adopted RTP/SCS; as such, if a project is consistent with the SCAG RTP/SCS, then the cumulative impacts shall be considered less than significant subject to consideration of other substantial evidence. In addition, a project would not require a cumulative analysis if it screens out of a detailed VMT analysis or does not result in an Existing Plus Project VMT impact.

Otherwise, a cumulative impact analysis would be required to determine if the project would result in a net increase in citywide VMT:

- **All Projects:** A significant cumulative impact will occur if the project would result in a net increase in the cumulative total citywide VMT.

VMT Mitigation Measures

To mitigate VMT impacts, the following choices are available to the applicant:

1. Modify the project's built environment characteristics to reduce VMT generated by the project.
2. Implement Transportation Demand Management (TDM) measures to reduce VMT generated by the project.
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if available) to reduce VMT from the project or other land uses to achieve acceptable levels.

As part of the SGVCOG Implementation Study, key TDM measures that are appropriate to the region were identified. Measures appropriate for most of the City are summarized in a table attached to these guidelines. See Attachment D, "VMT Reduction Strategies."

VMT reductions should be evaluated as part of the VMT impact analysis using state-of-the-practice methodologies recognizing that many of the TDM strategies are dependent on building tenant performance over time. As such, actual VMT reduction cannot be reliably predicted and monitoring may be necessary to gauge performance related to mitigation expectations.

When a project is found to have a significant impact under CEQA, the City requires developers and the business community to assist in reducing peak hour and total vehicular trips by implementing TDM plans. The potential of a proposed project to reduce VMT through the use of a TDM plan should be addressed in the traffic study.

If a TDM plan is proposed as a mitigation measure for a project, and the traffic study attributes a reduction in peak and total traffic to the TDM plan, the following information must be provided:

1. A detailed description of the major components of the TDM plan and how it would be implemented and maintained on a continuing basis.
2. Case studies or empirical data that supports the anticipated reduction of traffic attributed to the TDM plan.
3. Additional V/C ratio calculations of study roadway segments that illustrate the circulation benefits of the TDM plan resulting from reduced project vehicle trip generation.
4. Enforcement Measures – how it will be monitored and enforced.
5. How it complies with the South Coast Air Quality Management District Regulations.

Land Use Plans

While new development projects must undergo VMT-based transportation impact analyses under CEQA, citywide or areawide land use plans such as General Plans and Specific Plans, which can result in substantial changes to travel patterns, must also undergo VMT analyses to determine potential impacts. In general, the evaluation of a Plan will be whether it would generate less VMT than existing conditions and compared to the current (or previous) plan.

Land use plans must be analyzed using the SCAG regional travel demand model. The following model runs and scenarios must be conducted:

- Base year model to estimate existing conditions
- Cumulative year model to estimate horizon year conditions for the no project or current plan scenario
- Cumulative year model updated to reflect the proposed project to estimate horizon year conditions with the proposed plan

Home-based VMT per capita and home-based work VMT per employee are the appropriate metrics for assessing land use plans; total VMT per service population (residents and employees) should also be calculated. VMT efficiency metrics must be calculated for the entirety of the plan area. In the case of a general plan, this would consist of trips originating and/or ending in the city; in the case of a specific plan, this would consist of trips originating and/or ending in the plan area.

A significant impact would occur if any of the following conditions take place:

- If the plan generates home-based VMT per capita, home-based work VMT per employee, or total VMT per service population in the horizon year plus project scenario that exceeds the VMT metric under existing conditions.
- If the plan generates home-based VMT per capita, home-based work VMT per employee, or total VMT per service population in the horizon year plus project scenario that exceeds the VMT metric under the horizon year no project/current plan scenario.

If an area plan results in significant impacts, CEQA requires mitigation measures to be implemented to reduce or mitigate impacts. Potential mitigation measures for area plans can include:

- Increasing the density and mix of proposed land uses
- Proposing bicycle, pedestrian, and transit network improvements as opposed to automobile facilities
- Policies to reduce parking supply
- Policies to address promote worker commute reduction programs
- Policies to require on-site TDM strategies for individual projects under the plan

Transportation Projects

In addition to land use projects and plans, transportation infrastructure projects may require a VMT analysis to comply with CEQA requirements. A detailed VMT analysis is required for transportation projects if they are expected to increase VMT; these primarily consist of projects that encourage the use of single-occupant automobile use such as the addition of through travel lanes. Projects that would require a detailed VMT analysis include, but are not limited to, the addition of automobile through lanes.

Projects that are unlikely to lead to increases in vehicular travel are excluded from VMT analysis requirements. These include projects such as roadway rehabilitation, turn lanes, travel lane reductions, transit service, bikeways, and pedestrian facilities. A full list is provided in Attachment E.

A transportation project would be excluded from VMT analysis requirements if it has already undergone VMT analysis as part of a citywide or regional plan. This exemption may be granted if the necessary VMT analysis and potential mitigations have already been identified and quantified at the plan level.

For projects that require a detailed VMT analysis (e.g., increasing vehicular throughput and not analyzed as part of a citywide or regional plan), two tiers of VMT analysis must be conducted: near-term impacts and long-term impacts.

Near-Term VMT Analysis

Near-term VMT analysis must be conducting with the SCAG model in order to estimate near-term changes to citywide VMT due to rerouted trips that could result from a new or expanded facility. The model must be run for two scenarios, with and without the implementation of the transportation project. VMT should be captured using the boundary method, which would provide the total daily VMT on all roads within the City of Montebello. The metric for this analysis would be the net change in total citywide VMT with the transportation project.

Induced Demand Analysis

Long-term VMT analysis must be conducted in order to estimate potential long-term increases in citywide VMT due to induced demand. To capture the long-term effects such as increased travel demand, an induced demand assessment is required using the following formula recommended:

$$[\% \text{ increase in lane miles}] \times [\text{baseline VMT}] \times [\text{elasticity}] = [\text{VMT resulting from the project}]$$

The baseline VMT in the City should be estimated using the boundary method on a model run that does not contain the proposed transportation project. The metric for this analysis would be the net increase in total citywide VMT with the transportation project.

Research indicates an elasticity of 0.75 may be appropriate for arterial roads in the city; City staff shall be consulted before any induced demand analysis is undertaken.

Significant Impact Threshold

Total citywide VMT on roads in the City of Montebello (using the boundary method) is the appropriate VMT metric for assessing transportation projects. A significant impact will occur if a transportation project would result in a net increase in total citywide VMT for any study scenario (near-term or long-term).

Mitigation

If a transportation project would result in significant VMT impacts, CEQA requires mitigation measures to be implemented to reduce or mitigate the impact. Mitigation measures for transportation projects generally seek to reduce VMT by discouraging increased single-occupant vehicle travel or funding TDM measures. The following are potential mitigation measures for transportation projects:

- Bicycle network improvements
- Pedestrian network improvements

- Transit network improvements
- Off-site TDM strategies

In addition, intelligent transportation system (ITS) strategies should be considered in place of additional vehicular through lanes to reduce VMT.

CEQA Assessment – Active Transportation, Public Transit, and Safety Analysis

Potential impacts to public transit, pedestrian facilities and travel, and bicycle facilities and travel can be evaluated using the following criteria:

- A significant impact occurs if the project conflicts with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreases the performance or safety of such facilities.

Therefore, the TS should evaluate whether a project is consistent with adopted policies, plans, or programs regarding active transportation or public transit facilities, or otherwise decreases the performance or safety of such facilities and make a determination as to whether it has the potential to conflict with existing or proposed facilities supporting these travel modes.

Impacts related to public transit, bicycles, and pedestrians should be assessed as follows:

- **Transit Impacts:** Examine potential operational impacts to transit routes and facilities (e.g., resulting from increased vehicular conflicts or traffic volumes). Examine potential impacts to transit user safety and accessibility for all existing and planned transit stops or stations adjacent to the project site or within a quarter mile of the project site.
- **Bicyclist Impacts:** Examine potential impacts to bicyclist safety and accessibility for all existing and planned bikeways and other bicycle facilities (including roadways) adjacent to the project site, within a quarter mile of the project site, or connecting to transit stops or stations in the quarter-mile vicinity of the project site.
- **Pedestrian Impacts:** Examine potential impacts to pedestrian safety and accessibility for all existing and planned sidewalks, crosswalks, and other pedestrian facilities adjacent to the project site, within a quarter mile of the project site, or connecting to transit stops or stations in the quarter-mile vicinity of the project site.

The following safety-related impact criteria must also be considered:

- A proposed project will result in a significant impact if it would substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- A proposed project will result in a significant impact if it would result in inadequate emergency access.

Transportation Study Format

Each transportation study submitted to the City shall contain each of the following elements unless the topic is not applicable. However, items omitted as “not applicable” shall first be approved by the City.

1. Executive Summary

This portion of the report shall present factual and concise information relative to the major issues. Pertinent information shall include a brief overview of the project, the project’s traffic generation potential, the expected VMT impacts of the project, and a summary of mitigation measures. It should also summarize any deficiencies in LOS and the corresponding proposed improvements.

2. Introduction

The introduction of the report shall include a detailed description of study procedures, a general overview of the proposed project site and study area boundaries, existing and proposed site uses, and existing and proposed roadways and intersections within the defined study area (defined study area to be determined by the City). Exhibits required for this section shall include a regional map showing the project vicinity and a site layout map.

3. Project Description and Location

This section shall expand on information presented in the introduction and shall provide a detailed development scenario and specific project location. Exhibits in this section shall include, at a minimum, a clear illustration of the project in terms of a site plan, its density, adjacent roadways, on-site parking supply, proposed traffic circulation within the project, gross square footage, number of rooms/units, and other descriptors as appropriate.

4. Methodology and Thresholds

Identify the methodology used to calculate LOS and VMT. Include the criteria used for screening projects from project-level VMT analysis, if applicable. Identify the impact threshold for VMT, and the City’s LOS standards for roadways and intersections.

5. Operations Analysis

This should include the Traffic Generation Forecast, Traffic Distribution and Assignment, Traffic Analysis, and identify required improvements as described in the Level of Service Analysis Procedure section.

6. On-Site Parking, Access, and Circulation Analysis

Refer to the On-Site Parking Analysis section and Access and Circulation Analysis section.

7. Active Transportation, Public Transit, and Safety Analysis

Refer to the Active Transportation, Public Transit, and Safety Analysis section.

8. Vehicle Miles Traveled (VMT) Analysis

Present the applicable “no project” and “plus project” VMT metrics for all study scenarios. Data should be presented in tabular format. If the project meets the City’s VMT screening criteria, this should be documented. All VMT impacts should be identified in accordance with the VMT Impact Thresholds described in these guidelines. Proposed VMT mitigation measures shall be identified, if needed.

9. Findings and Recommendations

Present the CEQA impact findings and mitigation measures as well as any recommended improvements based on the non-CEQA transportation assessment.

10. Appendix

Detailed appendix material shall be supplied as part of the report. If the main report is too large to include an appendix, such material shall be provided under a separate and identifiable cover. Typical material in this regard includes VMT and TDM calculations, traffic counts, LOS calculation sheets, completed signal warrants, accident diagrams at high accident locations, sketches of proposed roadway improvements, and other information necessary for the City’s review of the report.

Attachments

ATTACHMENT A: VMT ANALYSIS FLOWCHART

Montebello VMT Assessment Flowchart



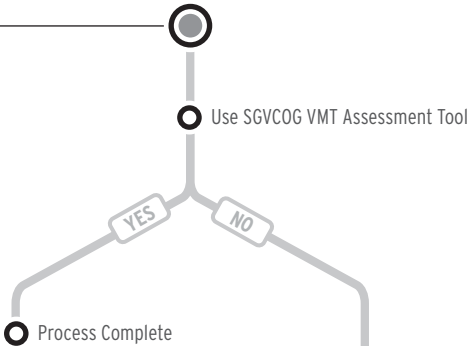
Steps	Project Questions	Procedural Flowchart
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Decision Analytical process or procedural outcome

Step 1 Screening

Type A TPA Screening

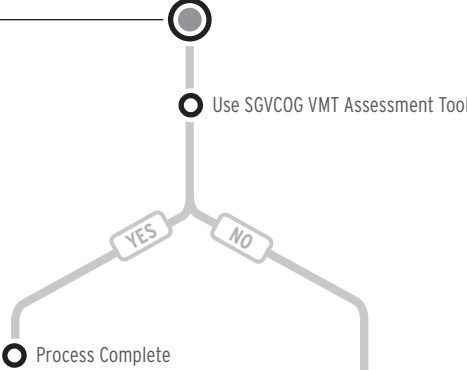
1. Is the project in a Transit Priority Area?
2. Are the following requirements met?
 - Must have a total FAR greater than or equal to 0.75
 - Cannot provide more parking than the City Municipal Code Requirement
 - Must be consistent with SCAG RTP/SCS
 - Cannot replace affordable units with a smaller number of moderate- or high-income residential units



Type B Low VMT Area Screening (Residential and Employment Projects)

1. Is the project located in a low VMT area?
2. Are the following requirements met?
 - The project is composed of similar land use types and of a similar density to the land uses within the project TAZ
 - The project is assumed to generate VMT per person similar to those existing uses

Note: Review City's thresholds of significance for definition of low VMT area.

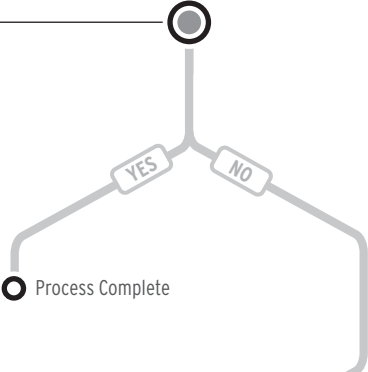


Type C Project Type Screening

Is the project a local-serving project as noted in the Project Type Screening project list in the TIA Guidelines?

- These projects include but are not limited to:
- Local serving K-12 schools
 - Local-serving retail uses less than 50,000 square feet
 - Community and Religious Assembly Uses
 - Public Services
 - Affordable or supportive housing
 - Projects generating less than 140 daily vehicle trips
 - Other projects as approved by the City Traffic Engineer

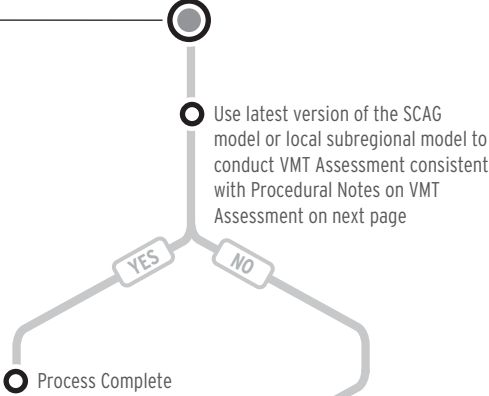
Note: Refer to the City's guidelines for a complete list of local-serving project types.



Step 2 VMT Assessment

What is the project-level VMT and its effect on VMT assessment?
Does the project have a less than significant impact?

Details for VMT Assessment are provided in Transportation Study guidelines.



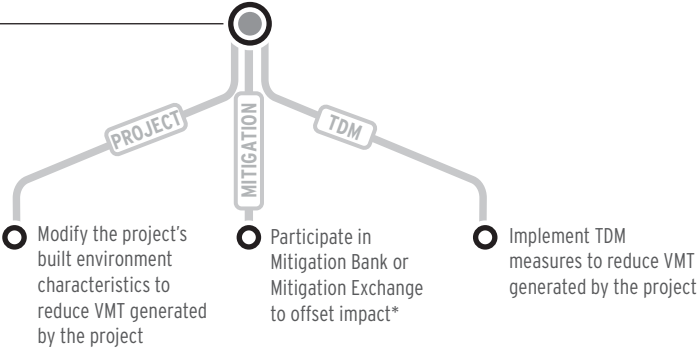
Note: If the project is not screened from assessment in Step 1, the project will require a full VMT assessment to disclose potential significant impacts.

Step 3 Developing Mitigation Measures

What are the options to mitigate VMT impacts?

- Note: VMT reductions associated with proposed TDM mitigation measures can be estimated with:
- CAPCOA reduction equations
 - Use of OCTAM and the PA Methodology to isolate commute VMT
 - The SGVCOG VMT Assessment Tool TDM module can be utilized to estimate VMT reduction potential associated with TDM measures

*Please note that a Mitigation Bank or Mitigation Exchange program may not be readily available. Check with City staff.



Abbreviations

CAPCOA = California Air Pollution Control Officers Association	TDM = Transportation Demand Management
FAR = Floor Area Ratio	TIA = Traffic Impact Analysis
PA = Production-Attraction	TPA = Transit Priority Area
RTP = Regional Transportation Plan	VMT = Vehicle Miles Traveled
SCAG = Southern California Association of Governments	
SCS = Sustainable Communities Strategy	
SGVCOG = San Gabriel Valley Council of Governments	

ATTACHMENT B: SGVCOG VMT ASSESSMENT TOOL USER GUIDE

SGVCOG VMT Tool: Quick Start Guide

(August 18, 2020)

Led by the San Gabriel Valley Council of Governments (SGVCOG) at the direction of 27 of the 30 member cities that constitute SGVCOG, this tool is an outcome of the VMT implementation process whereby the participating cities adopted new significance thresholds for analyzing transportation impacts pursuant to Senate Bill 743 (SB 743). The tool covers the following SGVCOG cities:

Alhambra	Industry	Rosemead
Arcadia	Irwindale	San Dimas
Azusa	La Canada Flintridge	San Gabriel
Baldwin Park	La Puente	San Marino
Claremont	Laverne	Sierra Madre
Covina	Monterey Park	South El Monte
Diamond Bar	Montebello	Temple City
Duarte	Monrovia	Walnut
El Monte	Pomona	West Covina

The tool can be accessed at <https://apps.fehrandpeers.com/SGVCOGVMT/>. Each of the cities has unique thresholds of significance, and the methodologies for VMT screening may vary slightly due to the different development patterns and geographic location of each community. Please coordinate with the respective city when using this tool for development purposes.

WHAT DOES THIS TOOL DO?

The SGVCOG VMT Tool is designed to assist you in screening and estimating project-generated VMT for certain types of land use projects in the San Gabriel Valley and calculating VMT reductions associated with certain VMT-reducing measures. The tool is intended for use on four primary land uses:

- Residential
- Office
- Industrial
- Commercial (e.g. retail, restaurant, and entertainment uses)

The tool evaluates projects with one or a combination of these uses.

LIMITATIONS OF THE VMT EVALUATION TOOL

The VMT Evaluation Tool only covers some of the possible screening criteria that a city or county may establish for land use project VMT analysis per California Senate Bill 743. The Tool is limited to providing estimates based on data provided in the model, whereby if a proposed project is of a land use type that is not reflected in the Traffic Analysis Zone (TAZ) either now or in the future, the Tool is not capable of estimating the VMT efficiency rate for that land use type. Other land uses types, large, complex and/or

mixed-use projects, or long-range land use plans should be analyzed using the Boundary Method, which requires running the SCAG RTP Model. Before making any decisions based on the information provided by the VMT Evaluation Tool, it is recommended that you contact the city in which the proposed development is located.

RUNNING THE VMT EVALUATION TOOL – 4 BASIC STEPS

The following are the four basic steps involved in running the VMT Evaluation Tool:

Page 1: Select Project Area

Step 1: Jurisdiction

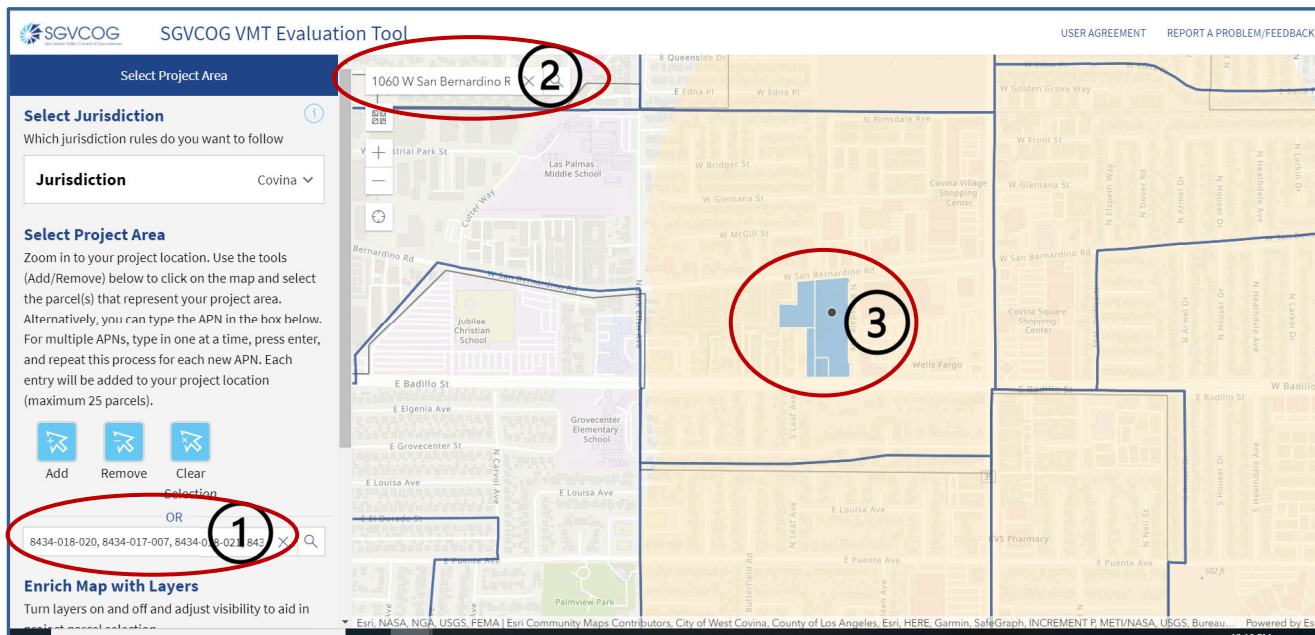
Using the drop-down box, select the city where the project is located. This is required.

Step 2: Select Parcel(s)

There are three ways to locate the parcels associated with a proposed project:

1. Type in the Assessor Parcel Number(s) (APN). The APN requires a dash between each grouping of numbers (XXXX-XXX-XXX).
2. Type in the Project Address; or,
3. Zoom into the map

To select the parcel, click on “Add”.



Page 2: Determine Screening Inputs

• Project Information

- **Project Name:** Must type in a project name (required field) – max 250 characters
- **Project Description:** Required field – max 250 characters
- **APNs:** Auto-populated from Page 1

- **Select Base Data:** Auto-populated
- **Analysis Methodology:** Auto-populated
- **Select Baseline Year:** The tool has the capability of providing baseline VMT between 2012 and 2040 pursuant to the 2016 SCAG RTP Model. To select a baseline year, click on the timeline and slide the point to the preferred baseline year.
- **VMT Metric Specification for Land Use 1-3:** The tool is capable of evaluating up to three land use types per project. The tool is also capable of evaluating the difference in VMT Metrics for one land use type. For the latter, select the same land use type for Land Use 1 and Land Use 2 and select different VMT Metrics.

The screenshot shows the 'SGVCOG VMT Evaluation Tool' interface. The 'APN Number(s)' field is populated with '8434-018-020, 8434-017-007, 8434-018-021, 8434-017-008'. The 'Select Base Data' section shows 'Data Version' as 'SCAG Regional Travel Demand Model 2016 RTP Base Year 2012'. The 'Analysis Methodology' section shows 'Method' as 'Traffic Analysis Zone (TAZ) Method'. The 'Select Baseline Year' section features a timeline slider from 2012 to 2040, with the 'Selected Value' set to 2020.

- **Land Use Type:** Select 1) Residential, 2) Office, 3) Industrial, or 4) Commercial.
- **VMT Metric:** Select Home-based VMT per Capita/Home-based VMT per Worker or Total VMT per Service Population
- **Jurisdictional Average for Baseline:** Pre-set (based on City preferences)
- **Threshold:** Pre-set (based on City preferences)
- **Project Screening Only** versus **Continue to VMT Reduction Factors:** Option to screen first without VMT reductions. The tool provides a mechanism to return to this page and select reductions.

The screenshot shows the 'Tool' interface with the 'VMT Metric Specification for Land Use 3' section expanded. The 'VMT Metric' is set to 'Total VMT per Service Population'. The 'Jurisdictional Average for Baseline' is set to 'Subarea Average'. The 'Threshold (% reduction from baseline year)' is set to '-15%'. The 'Land Use Type' is set to 'Residential'. The 'VMT Metric' dropdown menu is open, showing options: 'Home-based VMT per Capita', 'Total VMT per Service Population', and 'Subarea Average'. The 'Jurisdictional Average for Baseline' is set to 'Subarea Average'. The 'Threshold (% reduction from baseline year)' is set to '-15%'. At the bottom, there are two buttons: 'PROJECT SCREENING ONLY' and 'CONTINUE TO VMT REDUCTION FACTORS'.

Page 4: Project Screening Results (without VMT Reduction Strategies)

SGVCOG VMT Evaluation Tool Report

Project Details
 Timestamp of Analysis: August 31, 2020, 02:20:08 PM
 Project Name: Covina Mixed-Use Project
 Project Description: Mixed-use office, retail and residential

Project Location
 Jurisdiction: Covina
 Inside a TPA? Yes (Pass)
 Map showing project location in Covina, CA, near W. Bridge St and W. McGill St.

Project Land Use
 Residential:
 Single Family DU: 132
 Multifamily DU: 132
 Total DUs: 132
 Non-Residential:
 Office KSF: 6
 Local Serving Retail KSF: 6
 Industrial KSF: 6
 Residential Affordability (percent of all units):
 Extremely Low Income: 0 %
 Very Low Income: 0 %
 Low Income: 0 %
 Parking:
 Motor Vehicle Parking: 324
 Bicycle Parking: 0

Page 4 (VMT Screening Results): From this page with Project Screening Results, there is an option at the top left of the page to “Edit Inputs”. Click this to return to Page 3.

Page 3: Click on **Continue to VMT Reduction Strategies** to test VMT reduction strategies. Details about the VMT Reduction Strategies are provided in Appendix D of the Transportation Assessment Guidelines.

Page 4 (Land Use Info and VMT Reduction Strategies): On this page, populate the project details. Note that the light blue “i” in a circle can be clicked on for additional information, as demonstrated below.

Residential Affordability (percent of all units)

Extremely Low Income

Very Low Income

Low Income

Residential Affordability (percent of all units)
 Enter the affordability levels of the residential units (if applicable)

% Affordable

- Project Land Use Information**

- The left-hand entry boxes contain up/down arrows for increasing/decreasing values, but by clicking to the left of the up/down arrows, you may also type in a value, as shown below. Please note that all square-footage values are calculated in

Non-Residential

Office KSF

the tool in terms of one thousand square feet (KSF) so for a 6,000 square-foot office, the field would be populated with a “6”, as shown below.

- **VTM Reduction Strategies**

- Select the desired VMT Reduction Strategies by first clicking the box next to the strategy. In some cases, additional inputs will be required, such as the example below for Tier 3 Parking (PK01 Limit Parking Supply)

Tier 2 Multimodal Infrastructure

Tier 3 Parking

☒ **PK01 Limit Parking Supply**

Minimum Parking Required by City Code

60

☐ **PK02 Provide Bike Facilities**

Bicycle Parking Spaces Provided by Project

Project Provides Additional End-of-trip Facilities Beyond Parking?

Does the surrounding street parking have RPP, meters, or time limits?

Yes

No

Total Parking Spaces Available to Employees

20

- **A number of reduction strategies overlap with each other.** For instance, a strategy may consist of a basket of measures which may overlap with some of the measures in another strategy. Therefore, the SGVCOG VMT Evaluation Tool logic has been coded to reflect these dependencies, so that if one measure is chosen, other overlapping measures are not allowed. The dependencies in the tool are summarized below and are shown in the Tool by greying out certain reductions so that they cannot be selected.

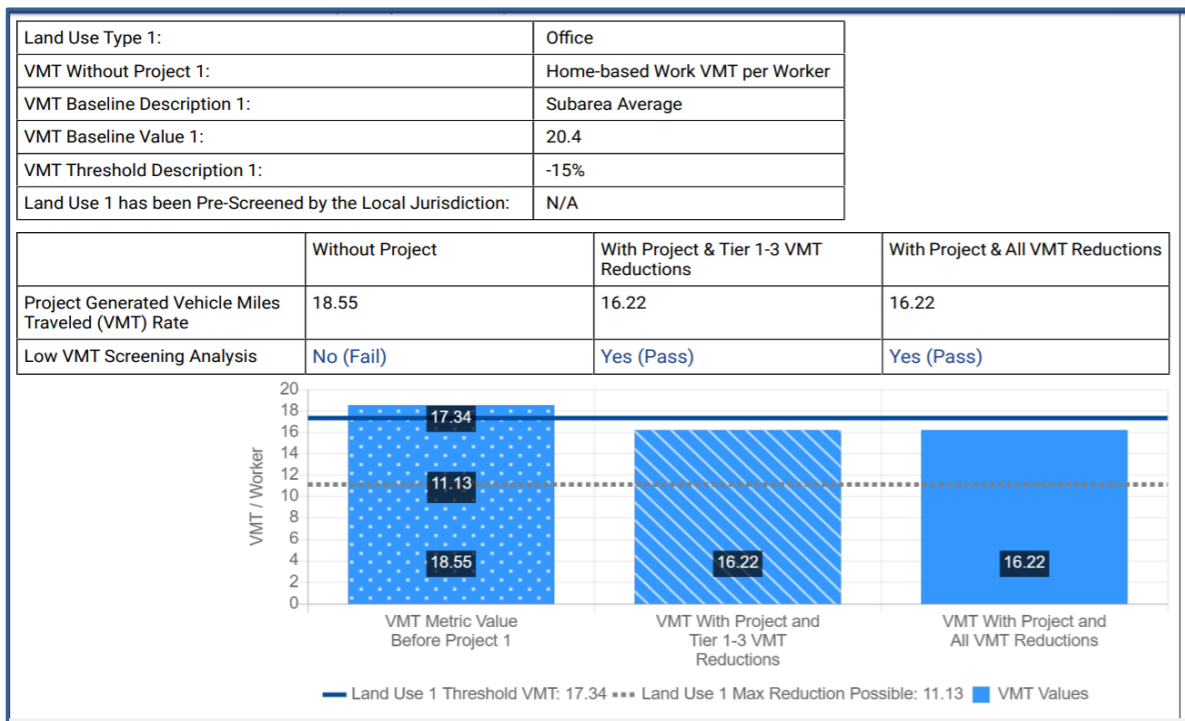
If this strategy is chosen...	This strategy is not allowed...
PK 02 Provide Bike Facilities	TP 05 Implement CTR Program
TP 04 CTR Marketing and Education	TP 05 Implement CTR Program TP 15 Travel behavior Change TP 18 Voluntary Travel Behavior Change Program
TP 05 Implement CTR Program	PK 02 Provide Bike Facilities TP 04 CTR Marketing and Education TP 08 Telecommuting and Alternative Work Schedules TP 13 Ride-Sharing Programs TP 15 Behavioral Intervention TP 17 Vanpool Incentives TP 18 Voluntary Travel Behavior Change Program
TP 06 Employee Parking Cash-Out	TP 10 Price Workplace Parking
TP 07 Subsidized Transit Program	TP 11 Alternative Transportation Benefits
TP 08 Telecommuting and Alternative Work Schedules	TP 05 Implement CTR Program
TP 09 Free Door-to-Door Transit Fleet	TP 13 Ride-Sharing Programs TP 17 Vanpool Incentives
TP 10 Price Workplace Parking	TP 06 Employee Parking Cash-Out
TP 11 Alternative Transportation Benefits	TP 07 Subsidized Transit Program
TP 13 Ride-Sharing Programs	TP 05 Implement CTR Program TP 09 Free Door-to-Door Transit Fleet TP 17 Vanpool Incentives
TP 15 Behavioral Intervention	TP 04 CTR Marketing and Education TP 05 Implement CTR Program TP 18 Voluntary Travel Behavior Change Program
TP 17 Vanpool Incentives	TP 05 Implement CTR Program TP 09 Free Door-to-Door Transit Fleet TP 13 Ride-Sharing Programs
TP 18 Voluntary Travel Behavior Change Program	TP 04 CTR Marketing and Education TP 05 Implement CTR Program TP 15 Behavioral Intervention

- Project Screening Results (with VMT Reduction Strategies):** The results of the Project Screening are summarized in this report. The Tool does not screen based on 110-daily trips. Screening for this factor must be completed outside of the tool using the ITE Trip Generation Manual. This Tool screens projects based on their location within a TPA and/or a Low VMT Area. The Screening Results provides the following information about these two screening criteria.

1. Transit Priority Area (TPA): Page 1 of the SGVCOG VMT Evaluation Tool Report

Project Location						
Jurisdiction:	APN	TAZ	8434-018-020	22327200	8434-018-021	22327200
Covina	8434-017-007	22327200	8434-017-008	22327200		
Inside a TPA?						
Yes (Pass)						

2. Low VMT Area: Page 2 of the SGVCOG VMT Evaluation Tool Report provides details about the VMT generation in the area of the proposed project. The table in the figure below indicates the Home-based VMT per Employee Baseline (20.4), and the dark blue line indicated in the bar chart (17.34) indicates the threshold of 15 percent below the Baseline. The gray dotted line in the bar chart indicates the maximum potential VMT reduction (16.22) that could be available through the strategies in the tool.



READING THE REPORT & EXPORT FILES

The VMT Evaluation Tool produces two types of outputs: a formatted report, which shows up on the Results screen and can be downloaded as a PDF file, and data tables including all the user-provided inputs and the back-end data which can be downloaded as CSV files.

Key things to look for in the report / PDF:

- **Whether the project falls in proximity to transit** (within ½ mile of a Major Transit Stop, or ½ mile of a stop along a High-Quality Transit Corridor as defined in state law): Look for the 'Inside TPA?' question on Page 1 of the report.

Project Location			
Jurisdiction:	APN	TAZ	
Campbell	27938075	21	
Inside Transit Priority Area (TPA)?			
Yes (Pass)			

- **Whether the project falls in a low-VMT area** (i.e., below the VMT threshold specified by the city/town/county): Look for the 'Low VMT Screening Analysis' row on the Screening Results page(s) of the report, starting on page 2. There will be Low-VMT Screening results for each land use you select.

	Without Project	With Project and Tier 1-3 VMT Reductions	With Project and All VMT Reductions
Project Generated Vehicle Miles Traveled (VMT) Rate	14.69	14.53	11.75
Low VMT Screening Analysis	No (Fail)	No (Fail)	Yes (Pass)

The CSV files are intended to help the user understand how the VMT reduction results were obtained; the data in the files, along with the formulas in forthcoming User Manual, should help confirm the results.

TIPS FOR SUCCESS

- Look for the “tool-tips”  across the tool to help understand fields where inputs are required.
- The tool may take 1 - 2 minutes to run a report; if it takes much longer, refresh and try again.
- If you are running variations on the same site and project, use the back arrows in the upper-left of the screen (such as ) to go back, vary some inputs, and run the report again.
- To start a completely new analysis while staying in the tool, use the button in the upper-right of the Results screen. 
- The tool is optimized for Chrome, Firefox, Edge or Safari on a Windows or Mac computer, although you may also access it from a tablet or another browser. If you encounter unexpected issues, try clearing your browser cache and cookies and running again.
- Please fill out the short feedback form by clicking on the link  in the upper-right of the tool. You may report errors, rate the tool, and offer suggestions for future improvements.

FOR MORE INFORMATION

SGVCOG will be providing further documentation of the VMT Evaluation Tool in Fall 2020, including a User Manual and Frequently Asked Questions (FAQ) sheet.

If you have questions about the VMT Evaluation Tool, you may email j.hayes@fehrandpeers.com.

For any inquiries about how the tool may be applied in a land use review and approval process, please contact staff at the city/town/county in which the project is located.

ATTACHMENT C: DETAILED VMT FORECASTING INFORMATION

This attachment provides detailed VMT forecasting instructions for use with the 2016 RTP/SCS version of the Southern California Association of Governments (SCAG) Travel Demand Model. Please note that SCAG periodically updates the travel demand model and while these instructions are for use of the 2016 RTP/SCS version of the model, the City should be consulted to determine the appropriate model or tool to utilize for travel demand forecasting and transportation analyses.

The SCAG travel demand model is a trip-based model that generates daily person trip-ends for each transportation analysis zone (TAZ) across various trip purposes (e.g., home-based-work, home-based-other, and non-home-based) based on population, household, and employment variables.

Production and attraction trip-ends are separately calculated for each zone, and generally production trip-ends are generated by residential land uses and attraction trip-ends are generated by non-residential land uses. Focusing on residential and employment land uses, the first step to forecasting VMT requires translating the land use into model terms, the closest approximations are:

- Residential: home-based production trips
- Employment: home-based work attraction trips

For retail uses, total VMT (accounting for all production and attraction trip types) is calculated and examined.

VMT Forecasting Instructions

The approach described below is for calculating home-based VMT and home-based work VMT using standard SCAG model output files. The major steps of this approach are listed as follows:

- Sum production-attraction (PA) matrices by time period and mode to calculate daily trips.
- Multiply distance skim matrices by PA trip matrices by purpose to estimate home-based production VMT (sum of home-based work, home-based school, and home-base non-work production VMT) and home-based work attraction VMT for individual TAZs.
- The home-based VMT per capita for a TAZ can be obtained by dividing the TAZ's home-based product VMT by the number of residents in the TAZ; home-based work VMT per employee can be obtained by dividing home-based work attraction VMT by the number of employees. VMT per capita or VMT per employee for an area (e.g., city) can be calculated by aggregating the relevant VMT for all TAZs in the area, aggregating residents or employees, and dividing VMT by residents or employees to obtain the desired metric.

The approach described below is for calculating total VMT using standard SCAG model output files. The major steps of this approach are listed as follows:

- Sum all production-attraction (PA) matrices to calculate daily trips.
- Multiply distance skim matrices by daily PA trip matrices.
- The total VMT can be calculated by aggregating the row or column totals for all TAZs that are within the desired geography (e.g., citywide or regional).

Appropriateness Checks

The estimated results should be checked against the results from an original/unmodified model run to understand the degree of accuracy. Note that these custom processes may or may not apply to special generators trips (e.g., airport or stadium) and the City should be consulted to determine if the model and these methods are appropriate.

When calculating VMT for comparison at the study area, citywide, or regional geography, the same methodologies that were used to estimate project-specific VMT at the TAZ level should be used, aggregating VMT and population/employment totals for all zones that are within the desired geography.

ATTACHMENT D: VMT REDUCTION STRATEGIES

Attachment D: VMT Mitigation Strategies

Comparison of CAPCOA Strategies Versus New Research Since 2010

CAPCOA Category	CAPCOA #	CAPCOA Strategy	CAPCOA Reduction	Strength of Substantial Evidence for CEQA Impact Analysis?	Applicable to Individual Land Use Projects?	New Information Since CAPCOA Was Published in 2010		
						New information	Change in VMT reduction compared to CAPCOA	Literature or Evidence Cited
Land Use/Location	3.1.1	LUT-1 Increase Density	0.8% - 30% VMT reduction due to increase in density	Adequate	Yes - however, the project must increase residential or employment density by at least 10%.	Increasing residential density is associated with lower VMT per capita. Increased residential density in areas with high jobs access may have a greater VMT change than increases in regions with lower jobs access. The range of reductions is based on a range of elasticities from -0.04 to -0.22. The low end of the reductions represents a -0.04 elasticity of demand in response to a 10% increase in residential units or employment density and a -0.22 elasticity in response to 50% increase to	0.4% -10.75%	Primary sources: Boarnet, M. and Handy, S. (2014). Impacts of Residential Density on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm Secondary source: Stevens, M. (2017). Does Compact Development Make People Drive Less? Journal of the American Planning Association, 83(1), 7-18.
Land Use/ Location	3.1.3	LUT-3 Increase Diversity of Urban and Suburban Developments	9%-30% VMT reduction due to mixing land uses within a single development	Adequate	Yes	1) VMT reduction due to mix of land uses within a single development. Mixing land uses within a single development can decrease VMT (and resulting GHG emissions), since building users do not need to drive to meet all of their needs. 2) Reduction in VMT due to regional change in entropy index of diversity. Providing a mix of land uses within a single neighborhood can decrease VMT (and resulting GHG emissions), since trips between land use types are shorter and may be accommodated by non-auto modes of transport. For example when residential areas are in the same neighborhood as retail and office buildings, a resident does not need to travel outside of the neighborhood to meet his/her trip needs. At the regional level,	1) 0%-12% 2) 0.3%-4%	1) Ewing, R. and Cervero, R. (2010). Travel and the Built Environment - A Meta-Analysis. Journal of the American Planning Association, 76(3), 265-294. Cited in California Air Pollution Control Officers Association. (2010). Quantifying Greenhouse Gas Mitigation Measures. Retrieved from: http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf Frank, L., Greenwald, M., Kavage, S. and Devlin, A. (2011). An Assessment of Urban Form and Pedestrian and Transit Improvements as an Integrated GHG Reduction Strategy. WSDOT Research Report WA-RD 765.1. Washington State Department of Transportation. Retrieved from: http://www.wsdot.wa.gov/research/reports/fullreports/765.1.pdf Nasri, A. and Zhang, L. (2012). Impact of Metropolitan-Level Built Environment on Travel Behavior. Transportation Research Record. Journal of the Transportation Research Board, 2323(1), 75-79. Sadek, A. et al. (2011). Reducing VMT through Smart Land-Use Design. New York State Energy Research and Development Authority. Retrieved from: https://www.dot.ny.gov/divisions/engineering/technical-services/trans-r-and-d-repository/C-08-29%20Final%20Report_December%202011%20%282%29.pdf Spears, S. et al. (2014). Impacts of Land-Use Mix on Passenger Vehicle Use and Greenhouse Gas Emissions- Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm 2) Zhang, Wengia et al. "Short- and Long-Term Effects of Land Use on Reducing Personal Vehicle Miles of
Land Use/Location	3.1.4	LUT-4 Increase Destination Accessibility	6.7%-20% VMT reduction due to decrease in distance to major job center or downtown	Adequate	Yes	Reduction in VMT due to increased regional accessibility (jobs gravity). Locating new development in areas with good access to destinations reduces VMT by reducing trip lengths and making walking, biking, and transit trips more feasible. Destination accessibility is measured in terms of the number of jobs (or other attractions) reachable within a given travel time, which tends to be highest at central	0.5%-12%	Primary sources: Handy, S. et al. (2014). Impacts of Network Connectivity on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm Handy, S. et al. (2013). Impacts of Regional Accessibility on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm Secondary source: Holtzclaw, et al. (2002.) Location Efficiency: Neighborhood and Socioeconomic Characteristics Determine Auto
Land Use/ Location	3.1.5	LUT-5 Increase Transit Accessibility	0.5%-24.6% reduce in VMT due to locating a project near high- quality transit	Adequate	Yes - the project must include the TOD design features.	1) VMT reduction when transit station is provided within 1/2 mile of development (compared to VMT for sites located outside 1/2 mile radius of transit). Locating high density development within 1/2 mile of transit will facilitate the use of transit by people traveling to or from the Project site. The use of transit results in a mode shift and therefore reduced VMT. 2) Reduction in vehicle trips due to implementing TOD. A project with a residential/commercial center designed around a rail or bus station, is called a transit-oriented development (TOD). The project description should include, at a minimum, the following design features: • A transit station/stop with high-quality, high-frequency bus service located within a 5-10 minute walk (or roughly 1/4 mile from stop to edge of development), and/or • A rail station located within a 20 minute walk (or roughly 1/2 mile from station to edge of	1) 0%-5.8% 2) 0%-7.3%	1) Lund, H. et al. (2004). Travel Characteristics of Transit-Oriented Development in California. Oakland, CA: Bay Area Rapid Transit District, Metropolitan Transportation Commission, and Caltrans. Tal, G. et al. (2013). Policy Brief on the Impacts of Transit Access (Distance to Transit) Based on a Review of the Empirical Literature. California Air Resources Board. Retrieved from: https://www.arb.ca.gov/cc/sb375/policies/transitaccess/transit_access_brief120313.pdf 2) Zamir, K. R. et al. (2014). Effects of Transit-Oriented Development on Trip Generation, Distribution, and Mode Share in Washington, D.C., and Baltimore, Maryland. Transportation Research Record: Journal of the Transportation Research Board, 2413, 45-53. DOI: 10.3141/2413-05
Land Use/ Location	3.1.6	LUT-6 Integrate Affordable and Below Market Rate Housing	0.04%-1.20% reduction in VMT for making up to 30% of housing units BMR	Weak - Should only be used where supported by local data on affordable housing trip	Potentially yes - the use of this strategy would need to be supported by local data.	Observed trip generation indicates substantial local and regional variation in trip making behavior at affordable	N/A	"Draft Memorandum: Infill and Complete Streets Study, Task 2.1: Local Trip Generation Study." Measuring the Miles: Developing new metrics for vehicle travel in LA. City of Los Angeles, April 19, 2017.
Land Use/Location	3.1.9	LUT-9 Improve Design of Development	3.0% - 21.3% reduction in VMT due to increasing intersection density vs. typical ITE suburban development	Adequate	Yes	No update to CAPCOA literature; advise applying CAPCOA measure only to large developments with significant internal street	Same	N/A

Neighborhood Site Enhancements	3.2.1	SDT-1 Provide Pedestrian Network Improvements	0%-2% reduction in VMT for creating a connected pedestrian network within the development and connecting to nearby destinations	Adequate	No - this strategy would require a project to integrate into a larger overall network of pedestrian facilities that would require local and/or regional agency coordination to implement. Current research supports city and neighborhood level VMT reductions, but none of the literature addressed existing and new destinations.	VMT reduction due to provision of complete pedestrian networks. Only applies if located in an area that may be prone to having a less robust sidewalk network.	0.5%-5.7%	Handy, S. et al. (2014). Impacts of Pedestrian Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Neighborhood Site Enhancements	3.2.2	SDT-2 Provide Traffic Calming Measures	0.25%-1% VMT reduction due to traffic calming on streets within and around the development	Adequate	Potentially yes - The requirements for the project-level definition must be met. In general, this strategy would require a project to integrate into a larger overall network of bicycle facilities that would require local and/or regional agency coordination to implement.	Reduction in VMT due to expansion of bike networks in urban areas. Strategy only applies to bicycle facilities that provide a dedicated lane for bicyclists or a completely separated right-of-way for bicycles and pedestrians. Project-level definition: Enhance bicycle network citywide (or at similar scale), such that a building entrance or bicycle parking is within 200 yards walking or bicycling distance from a bicycle network that connects to at least one of the following: at least 10 diverse uses; a school or employment center, if the project total floor area is 50% or more residential; or a bus rapid transit stop, light or heavy rail station, commuter rail station, or ferry	0%-1.7%	Zahabi, S. et al. (2016). Exploring the link between the neighborhood typologies, bicycle infrastructure and commuting cycling over time and the potential impact on commuter GHG emissions. Transportation Research Part D: Transport and Environment. 47, 89-103.
Neighborhood Site Enhancements	3.2.3	SDT-3 Implement an NEV Network	0.5%-12.7% VMT reduction for GHG-emitting vehicles, depending on level of local NEV penetration	Weak - not recommended without supplemental data.	No - the evidence supporting this strategy is limited.	Limited evidence and highly limited applicability. Use with supplemental data only.	N/A	City of Lincoln, MHM Engineers & Surveyors, Neighborhood Electric Vehicle Transportation Program Final Report, Issued 04/05/05, and City of Lincoln, A Report to the California Legislature as required by Assembly Bill 2353, Neighborhood Electric Vehicle Transportation Plan Evaluation, January 1, 2008. Cited in: California Air Pollution Control Officers Association. (2010). Quantifying Greenhouse Gas Mitigation Measures. Retrieved from: http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf
Parking Pricing	3.3.1	PDT-1 Limit Parking Supply	5%-12.5% VMT reduction in response to reduced parking supply vs. ITE parking generation rate	Weak - not recommended. Fehr & Peers has developed new estimates for residential land use only that may be used.	Yes - evidence is only available to support taking these reduction high-transit urban areas.	CAPCOA reduction range derived from estimate of reduced vehicle ownership, not supported by observed trip or VMT reductions. Evidence is available for mode shift due to presence/absence of parking in high-transit urban areas; additional investigation ongoing	Higher	Fehr & Peers estimated a linear regression formula based on observed data from multiple locations. Resulting equation produces maximum VMT reductions for residential land use only of 30% in suburban locations and 50% in urban locations based on parking supply percentage reductions.
Parking Pricing	3.3.2	PDT-2 Unbundle Parking Costs from Property Cost	2.6%-13% VMT reduction due to decreased vehicle ownership rates	Adequate - conditional on the agency not requiring parking minimums and pricing/managing on street parking (i.e., residential parking permit districts, etc.).	Yes - however, the project must be in a location that does not require parking minimums and has priced or permitting on-street parking.	Reduction in VMT, primarily for residential uses, based on range of elasticities for vehicle ownership in response to increased residential parking fees. Does not account for self-selection. Only applies if the city does not require parking minimums and if on-street parking is priced and managed (i.e., residential	2%-12%	Victoria Transport Policy Institute (2009). Parking Requirement Impacts on Housing Affordability. Retrieved March 2010 from: http://www.vtpi.org/park-hou.pdf .
Parking Pricing	3.3.3	PDT-3 Implement Market Price Public Parking	2.8%-5.5% VMT reduction due to "park once" behavior and disincentive to driving	Adequate	Yes - however, the VMT reductions would only apply to visitor or customer trips.	Implement a pricing strategy for parking by pricing all central business district/employment center/retail center on-street parking. It will be priced to encourage park once" behavior. The benefit of this measure above that of paid parking at the project only is that it deters parking spillover from project supplied parking to other public parking nearby, which undermine the vehicle miles traveled (VMT) benefits of project pricing. It may also generate sufficient area-wide mode shifts to justify increased transit service to the area. VMT reduction applies to VMT from visitor/customer trips only. Reductions higher than top end of range from CAPCOA report apply only in conditions with highly	2.8%-14.5%	Clinch, J.P. and Kelly, J.A. (2003). Temporal Variance Of Revealed Preference On-Street Parking Price Elasticity. Dublin: Department of Environmental Studies, University College Dublin. Retrieved from: http://www.ucd.ie/gpep/research/workingpapers/2004/04-02.pdf . Cited in Victoria Transport Policy Institute (2017). Transportation Elasticities: How Prices and Other Factors Affect Travel Behavior. Retrieved from: http://www.vtpi.org/tm/tm1.htm Hensher, D. and King, J. (2001). Parking Demand and Responsiveness to Supply, Price and Location in Sydney Central Business District. Transportation Research A. 35(3), 177-196. Millard-Ball, A. et al. (2013). Is the curb 80% full or 20% empty? Assessing the impacts of San Francisco's parking pricing experiment. Transportation Research Part A. 63(2014), 76-92. Shoup, D. (2011). The High Cost of Free Parking. APA Planners Press. p. 290. Cited in Pierce, G. and Shoup, D. (2013). Getting the Prices Right. Journal of the American Planning Association. 79(1), 67-81.
Commute Trip Reduction	3.4.1	TRT-1 Implement CTR Program - Voluntary	1.0%-6.2% commute VMT reduction due to employer-based mode shift program	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-2 Implement CTR Program - Required Implementation/Monitoring" or with CAPCOA strategies TRT-3.4.3 through TRT-3.4.9.	Yes - however, the effectiveness of a voluntary CTR program would be building tenant specific and may require monitoring to evaluate the program's effectiveness.	Reduction in vehicle trips in response to employer-led TDM programs. The CTR program should include all of the following to apply the effectiveness reported by the literature: • Carpooling encouragement • Ride-matching assistance • Preferential carpool parking • Flexible work schedules for carpools • Half time transportation coordinator • Vanpool assistance	1.0%-6.0%	Boarnet, M. et al. (2014). Impacts of Employer-Based Trip Reduction Programs and Vanpools on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Commute Trip Reduction	3.4.2	TRT-2 Implement CTR Program - Required Implementation/Monitoring	4.2%-21.0% commute VMT reduction due to employer-based mode shift program with required monitoring and reporting	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or with CAPCOA strategies TRT-	Yes - however, the effectiveness of a CTR program would be building tenant specific and may require monitoring to evaluate the program's effectiveness.	Limited evidence available. Anecdotal evidence shows high investment produces high VMT/vehicle trip reductions at employment sites with monitoring requirements and specific targets.	Same	Nelson/Nygaard (2008). South San Francisco Mode Share and Parking Report for Genentech, Inc. (p. 8) Cited in: California Air Pollution Control Officers Association. (2010). Quantifying Greenhouse Gas Mitigation Measures. Retrieved from: http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf

Commute Trip Reduction	3.4.3	TRT-3 Provide Ride-Sharing Programs	1%-15% commute VMT reduction due to employer ride share coordination and facilities	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	Yes - however, the effectiveness of the ride-sharing programs is building tenant specific and may require monitoring to evaluate the program's effectiveness.	Commute vehicle trips reduction due to employer ride-sharing programs. Promote ride-sharing programs through a multi-faceted approach such as: • Designating a certain percentage of parking spaces for ride sharing vehicles • Designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles	2.5%-8.3%	Victoria Transport Policy Institute. (2015). Ridesharing: Carpooling and Vanpooling. Online TDM Encyclopedia. Retrieved from: http://vtpi.org/tdm/tdm34.htm
Commute Trip Reduction	3.4.4	TRT-4 Implement Subsidized or Discounted Transit Program	0.3%-20% commute VMT reduction due to transit subsidy of up to \$6/day	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	Yes - however, the effectiveness of a transit subsidy program would be building tenant specific and may require monitoring to evaluate the program's effectiveness.	1) Reduction in vehicle trips in response to reduced cost of transit use, assuming that 10-50% of new bus trips replace vehicle trips; 2) Reduction in commute trip VMT due to employee benefits that include transit 3) Reduction in all vehicle trips due to reduced transit fares system- wide, assuming 25% of VMT reduction due to adoption of telecommuting. Alternative work schedules could take the form of staggered starting times, flexible schedules, or compressed work weeks.	1) 0.3%-14% 2) 0-16% 3) 0.1% to 6.9%	1) Victoria Transport Policy Institute. (2017). Understanding Transport Demands and Elasticities. Online TDM Encyclopedia. Retrieved from: http://www.vtpi.org/tdm/tdm11.htm 2) Carolina, P. et al. (2016). Do Employee Commuter Benefits Increase Transit Ridership? Evidence from the NY-NJ Region. Washington, DC: Transportation Research Board, 96th Annual Meeting. 3) Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Commute Trip Reduction	3.4.6	TRT-6 Encourage Telecommuting and Alternative Work Schedules	0.07%-5.5% commute VMT reduction due to reduced commute trips	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	Yes - however, the effectiveness of telecommuting and alternative work schedules is building tenant specific and may require monitoring to evaluate the program's effectiveness.	VMT reduction due to adoption of telecommuting. Alternative work schedules could take the form of staggered starting times, flexible schedules, or compressed work weeks.	0.2%-4.5%	Handy, S. et al. (2013). Policy Brief on the Impacts of Telecommuting Based on a Review of the Empirical Literature. California Air Resources Board. Retrieved from: https://www.arb.ca.gov/cc/sb375/policies/telecommuting/telecommuting_brief120313.pdf
Commute Trip Reduction	3.4.7	1) TRT-7 Implement CTR Marketing 2) Launch Targeted Behavioral Interventions	0.8%-4.0% commute VMT reduction due to employer marketing of alternatives	Adequate - Effectiveness is building/tenant specific. Do not use with "TRT-1 Implement CTR Program - Voluntary" or "TRT-2 Implement CTR Program - Required Implementation/Monitoring."	Yes - however, the effectiveness of CTR marketing and behavioral intervention programs is building tenant specific and may require monitoring to evaluate the program's effectiveness.	1) Vehicle trips reduction due to CTR marketing; 2) Reduction in VMT from institutional trips due to targeted behavioral intervention programs	1) 0.9% to 26% 2) 1%-6%	1) Pratt, Dick. Personal communication regarding the Draft of TCRP 95 Traveler Response to Transportation System Changes - Chapter 19 Employer and Institutional TDM Strategies. Transit Cooperative Research Program. Cited in California Air Pollution Control Officers Association. (2010). Quantifying Greenhouse Gas Mitigation Measures. Retrieved from: http://www.capco.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf Dill, J. and Mohr, C. (2010). Long-Term Evaluation of Individualized Marketing Programs for Travel Demand Management. Portland, OR: Transportation Research and Education Center (TREC). Retrieved from: http://pdxscholar.library.pdx.edu/usp_fac 2) Brown, A. and Ralph, K. (2017). "The Right Time and Place to Change Travel Behavior: An Experimental
Commute Trip Reduction	3.4.9	TRT-9 Implement Car-Sharing Program	0.4% - 0.7% VMT reduction due to lower vehicle ownership rates and general shift to non-driving modes	Adequate	No - this strategy would require local and/or regional agency coordination to implement.	Vehicle trip reduction due to car-sharing programs; reduction assumes 1%-5% penetration rate. Implementing car-sharing programs allows people to have on-demand access to a shared fleet of vehicles on an as-needed basis, as a supplement to trips made by non-SOV modes. Transit station-based programs focus on providing the "last-mile" solution and link transit with commuters' final destinations. Residential-based programs work to substitute entire household based trips. Employer-based programs provide a means for business/day trips for alternative mode commuters and provide a guaranteed ride	0.3%-1.6%	Lovejoy, K. et al. (2013). Impacts of Carsharing on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm Need to verify with more recent UCD research.
Commute Trip Reduction	3.4.10	TRT-10 Implement a School Pool Program	7.2%-15.8% reduction in school VMT due to school pool implementation	Adequate - School VMT only.	Not applicable, unless if the project being evaluated is a school.	Limited new evidence available, not conclusive	Same	Transportation Demand Management Institute of the Association for Commuter Transportation. TDM Case Studies and Commuter Testimonials. Prepared for the US EPA. 1997. (p. 10, 36-38) WayToGo 2015 Annual Report. Accessed on March 12, 2017 from
Commute Trip Reduction	3.4.11	TRT-11 Provide Employer-Sponsored Vanpool/Shuttle	0.3%-13.4% commute VMT reduction due to employer-sponsored vanpool and/or shuttle service	Adequate - Effectiveness is building/tenant specific.	Yes - however, the effectiveness of the employer-sponsored vanpool/shuttle programs is dependent on the building tenant specific and the quality of the vanpool/shuttle service being provided. This reduction strategy may require monitoring to evaluate the	1) Reduction in commute vehicle trips due to implementing employer-sponsored vanpool and shuttle programs; 2) Reduction in commute vehicle trips due to vanpool incentive programs; 3) Reduction in commute vehicle trips due to employer shuttle programs	1) 0.5%-5.0% 2) 0.3%-7.4% 3) 1.4%-6.8%	1) Concas, Sisinnio, Winters, Philip, Wambalaba, Francis. (2005). Fare Pricing Elasticity, Subsidies, and Demand for Vanpool Services. Transportation Research Record: Journal of the Transportation Research Board, 1924, pp 215-223. 2) Victoria Transport Policy Institute. (2015). Ridesharing: Carpooling and Vanpooling. Online TDM Encyclopedia. Retrieved from: http://vtpi.org/tdm/tdm34.htm 3) ICF. (2014). GHG Impacts for Commuter Shuttles Pilot Program.
Commute Trip Reduction	3.4.13	TRT-13 Implement School Bus Program	38%-63% reduction in school VMT due to school bus service implementation	Adequate - School VMT only.	Not applicable, unless if the project being evaluated is a school.	VMT reduction for school trips based on data beyond a single school district. School district boundaries are also a factor to consider. VMT reduction does not appear to be a factor that was considered in a select review of CA boundaries. VMT reductions apply to school trip VMT only.	5%-30%	Wilson, E. et al. (2007). The implications of school choice on travel behavior and environmental emissions. Transportation Research Part D: Transport and Environment 12(2007), 506-518.
Commute Trip Reduction	3.4.14	TRT-14 Price Workplace Parking	0.1%-19.7% commute VMT reduction due to mode shift	Adequate - Effectiveness is building/tenant specific.	Yes - however, the effectiveness of pricing workplace parking could be building tenant specific and may require monitoring to evaluate the program's effectiveness.	Reduction in commute vehicle trips due to priced workplace parking; effectiveness depends on availability of alternative modes. Workplace parking pricing may include: explicitly charging for parking, implementing above market rate pricing, validating parking only for invited guests, not providing employee parking and transportation allowances, and educating employees about available	0.5%-14%	Primary sources: Concas, S. and Nayak, N. (2012). A Meta-Analysis of Parking Price Elasticity. Washington, DC: Transportation Research Board, 2012 Annual Meeting. Dale, S. et al. (2016). Evaluating the Impact of a Workplace Parking Levy on Local Traffic Congestion: The Case of Nottingham UK. Washington, DC: Transportation Research Board, 96th Annual Meeting. Secondary sources: Victoria Transport Policy Institute. (2017). Understanding Transport Demands and Elasticities. Online TDM Encyclopedia. Retrieved from: http://www.vtpi.org/tdm/tdm11.htm Spears, S. et al. (2014). Impacts of Parking Pricing on Passenger Vehicle Use and Greenhouse Gas Emissions -
Commute Trip Reduction	3.4.15	TRT-15 Employee Parking Cash-Out	0.6%-7.7% commute VMT reduction due to implementing employee parking cash-out	Weak - Effectiveness is building/tenant specific. Research data is over 10 years old (1997).	Yes - however, the effectiveness of employee parking cash-out could be building tenant specific and may require monitoring to evaluate the	Shoup case studies indicate a reduction in commute vehicle trips due to implementing cash-out without implementing other trip-reduction strategies.	3%-7.7%	Shoup, D. (1997). Evaluating the Effects of Cashing Out Employer-Paid Parking: Eight Case Studies. Transport Policy. California Air Resources Board. Retrieved from: https://www.arb.ca.gov/research/apr/past/93-308a.pdf . This citation was listed as an alternative literature in CAPCOA.

Transit System	3.5.3	TST-3 Expand Transit Network	0.1-8.2% VMT reduction in response to increase in transit network coverage	Adequate	No - expanding the transit network would require local and/or regional agency coordination to implement.	Reduction in vehicle trips due to increased transit service hours or coverage. Low end of reduction is typical of project-level implementation (payment of impact fees)	0.1%-10.5%	Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Transit System	3.5.4	TST-4 Increase Transit Service Frequency/Speed	0.02%-2.5% VMT reduction due to reduced headways and increased speed and reliability	Adequate	No - increasing the quality of transit service would require local and/or regional agency coordination to implement.	Reduction in vehicle trips due to increased transit frequency/decreased headway. Low end of reduction is typical of project-level implementation (payment of impact fees)	0.3%-6.3%	Handy, S. et al. (2013). Impacts of Transit Service Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions - Policy Brief and Technical Background Document. California Air Resources Board. Retrieved from: https://arb.ca.gov/cc/sb375/policies/policies.htm
Transit System	3.5.1	TST-1 Provide a Bus Rapid Transit System	0.02%-3.2% VMT reduction by converting standard bus system to BRT system	Adequate	No - the conversion of standard bus system to BRT would require local and/or regional agency coordination	No new information identified.	Same	N/A
Not Applicable - not a CAPCOA strategy	Not Applicable - not a CAPCOA strategy	Not Applicable - not a CAPCOA strategy	Not Applicable - not a CAPCOA strategy	Not Applicable - not a CAPCOA strategy	No - evidence currently does not show a project-specific VMT reductions, the current studies have shown city-wide VMT reductions from changes in travel modes.	Bikeshare car trip substitution rate of 7- 19% based on data from Washington DC, and Minneapolis/St. Paul. Annual VMT reduction of 151,000 and 57,000, respectively. Includes VMT for rebalancing and maintenance. VMT reduction of 0.023 miles per day per bikeshare member estimated for Bay Area bikeshare, utilizing Minneapolis/St. Paul data	57,000-151,000 annual VMT reduction, based on two large US cities. VMT reduction of 0.023 miles per day per member, based on one large US city estimate.	Fishman, E., Washington, S., & Haworth, N. (2014). Bike share's impact on car use: Evidence from the United States, Great Britain, and Australia. Transportation Research Part D: Transport and Environment, 31, 13-20. TDM Methodology: Impact of Carsharing Membership, Transit Passes, Bikesharing Membership, Unbundled Parking, and Parking Supply Reductions on Driving. Center for Neighborhood Technology, Peter Haas and Cindy Copp, with Transform staff, May 5, 2016.

ATTACHMENT E: TRANSPORTATION PROJECT TYPES AND VMT ANALYSIS REQUIREMENTS

Project types that would likely lead to a measurable and substantial increase in vehicle travel generally include:

- Addition of through lanes on existing or new highways, including general purpose lanes, HOV lanes, peak period lanes, auxiliary lanes, or lanes through grade-separated interchanges.

Projects that would not likely lead to a substantial or measurable increase in vehicle travel, and therefore generally should not require an induced travel analysis, include:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Conversion of existing general purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase

- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

RESOLUTION NO. 17-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT THRESHOLD OF SIGNIFICANCE AND SCREENING CRITERIA FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RELATED TO VEHICLE MILES TRAVELED (VMT) AS REQUIRED BY SENATE BILL 743 (SB 743) AND FIND THE ACTION IS EXEMPT FROM CEQA.

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA”) encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted and recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743 (SB 743), enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines requiring the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (OPR) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies VMT, meaning that amount and distance of automobile travel attributable to a project, as most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delays, as measured by “Level of Service” (or “LOS”) and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, CEQA Guidelines section 15064.3 became effective on July 1, 2020, and it identified vehicle miles traveled (VMT) as the most appropriate metric to evaluate a project’s transportation impacts; and

RESOLUTION NO. 17-23

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WHEREAS, the City of Montebello, following a public hearing process, wishes to adopt VMT thresholds of significance to bring the City's transportation analysis methodology in line with state goals pursuant to SB 743 and that typically would apply to projects within the city that are subject to CEQA; and

WHEREAS, the San Gabriel Valley Council of Government (SGVCOG) worked with participating member cities to develop a VMT analysis framework for the region, which resulted in a "Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment". Consistent with SB 743, the Guidelines will establish VMT screening criteria and thresholds; and

WHEREAS, while the use of LOS are no longer appropriate for CEQA analysis, the Planning Commissions recommends that the City Council find that such metrics are still valuable to the City in evaluating other non-environmental impacts to traffic, and such metrics are consistent with the adopted General Plan and therefore can be utilized for conditions of approval to discretionary development projects; and

WHEREAS, on October 17, 2023, the Planning Commission held a duly noticed public hearing on the proposed VMT thresholds of significance within the Transportation Study Guidelines and considered all evidence presented by City staff and other interested parties; and

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

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

SECTION 1. The Planning Commission finds that the adoption of the VMT thresholds of significance for transportation impacts within the City's Transportation Assessment Guidelines will not have a significant environmental impact on the environment and are exempt from CEQA, pursuant to Section 15308 of Title 14 of the California Code of Regulations because this action is undertaken by the City for the protection of the environment. The VMT thresholds will be compliant with a State mandate (SB 743) and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Accordingly, the City Council finds the adoption of this Resolution exempt from the environmental review requirements of CEQA, pursuant to Section 15308 of Title 14 of the California Code of Regulations.

SECTION 2. The City of Montebello hereby finds that the VMT thresholds of significance in the Transportation Assessment Guidelines have been developed through a public review process and are supported by substantial evidence, as required by CEQA Guidelines section 15064.7.

SECTION 3. The Planning Commission hereby recommends that the City Council adopt the proposed VMT thresholds of significance and Screening Process contained within the Transportation Assessment Guidelines, attached hereto as Attachment B,

RESOLUTION NO. 17-23

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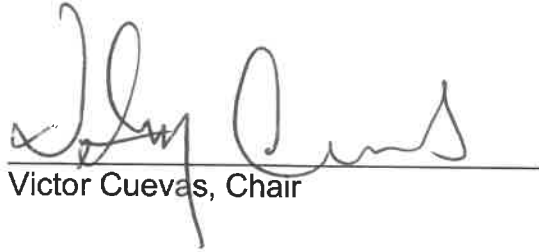
which includes VMT CEQA Analysis guidelines to ensure consistency with SB 743, and ensures consistency with the City of Montebello Circulation Element.

SECTION 4. The Director of Planning and Community Development may revisit and amend the Transportation Assessment Guidelines as needed, subject to the limitations of CEQA.

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

PASSED AND ADOPTED this 17th day of October, 2023 by the Planning Commission.

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


Victor Cuevas, Chair

ATTEST:


Joseph A. Palombi, Director
Planning & Community Development Department



ITEM # 14

**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: REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the City Manager's report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140(F) and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Department Building; and
3. Authorize the Acting City Manager to execute professional service agreements with Office Solutions Business Products & Services LLC (DBA: Blue Space Interiors), Pro Ceramic Tile, Mr. Rooter Plumbing, Western Audio Visual, and Premier Wall Systems for the repair of the first floor of the Montebello Police Department; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended emergency repairs, remediation work, and purchases are estimated to cost an aggregate amount of \$1,056,000 (Attachment A). The totality of work required to bring the Police Department's first floor back into operational status will take nine to twelve months to complete. This includes flooring repairs, installation of new furniture and

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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associated technology, rehabilitation of the men's and women's locker rooms, painting and other repair work. A project of this scope must be approached in a "phased" method, with work needing to proceed in a logical order. In addition, there will be significant lead time for some equipment such as furniture and technology which needs to be ordered.

Therefore, while this project is estimated to cost \$1.056 million, an initial budget amendment of \$500,000 is being requested since that is the estimated amount necessary to begin initial work, issue purchase orders, etc. (See "Analysis" section below discussing project prioritized work.) Therefore, Staff recommends increasing appropriations by \$500,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements). As work progresses, and additional purchase orders are approved, Staff will monitor the budget in this account and recommend additional budget adjustments through the quarterly budget review process.

BACKGROUND/DISCUSSION:

The winter of 2021-2022 saw excessive amounts of rain throughout Southern California. The large amount of rain caused severe intermittent flooding on the northeast area of the first floor of the City's Police Building (i.e., the area off Victoria Avenue, near the LA County library building). During the month of March 2022, hallway walls were being prepared for painting as part of routine maintenance and renovation work in the building. During the wallpaper removal, prior to painting, mold was discovered on the walls on the first floor of the Police Building.

Due to mold and substantial water intrusion on the first floor of the Police building, an air assessment was conducted in March, 2022. During the assessment, it was discovered that "black mold" was present. Subsequently, the first floor of the Police Department was closed in April, 2022 in order to commence the remediation process. This closure helped ensure the safety and well-being of all individuals working in or visiting the building. During April, 2022 a remediation and drying process was conducted as recommended by the City's insurance adjusters. Throughout the rest of 2022, the City sought to determine the cause and location of the water intrusion. Through the use of a "smoke test" conducted by a third party plumber on April 6, 2023, the source and path of the water intrusion were discovered. The cause was a broken drainage pipe within the north wall of the building and one under the cement foundation on the first floor of the Police building.

Through the City's insurance provider, an Industrial Hygienist was enlisted to conduct testing in May, 2023. The Industrial Hygienist returned after the remediation efforts to take additional tests to ensure the air was clean and safe on the first floor. On June 28, 2023, the Industrial Hygienist issued a final report indicating the air samples taken were clean and safe. In response to the air assessments and final report, the first floor was reopened with limited access. This limited opening allowed access to the shooting range and gym. The remaining areas of the first floor require additional repairs to flooring, walls and the locker room. Once these repairs are completed, the remaining areas of the first floor will be fully available for use by Police Department staff.

On August 23, 2023, the Police Department submitted a report to City Council detailing

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 3 of 5

the need to approve emergency repairs and remediation to the first floor of the Police Building (Attachment B). During this meeting, the City Council approved the work to move forward. In that time, staff worked to repair a major broken pipe discovered through the "smoke test" conducted in April, 2023. The outcome was positive, and it is believed that the pipe repairs corrected the issue of leaks and continued water intrusion. The other major projects completed under the authority provided at the August 23, 2023 meeting include removal of the remaining water-damaged tile, carpet and wallpaper, and the removal of furniture not suitable for use. Additionally, drywall installation is almost complete, and several offices have been painted. It is anticipated that this phase of the project should be completed by early November.

The remaining repairs, maintenance work and purchase of furniture, technology and related equipment discussed in this agenda report will address the following concerns:

- Officers are unable to use the cot room to sleep prior to a court appearance after working at night or an extended watch.
- Officers are unable to use the shower facilities due to the current condition of the locker room and shower area.
- The department is unable to use the briefing room before each shift to meet with their team. The room is also used as an Emergency Operation Center, community meeting room, and training room.

ENVIRONMENTAL:

The recommended emergency repairs are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations Title 14 Section 15269.

ANALYSIS:

The first floor of the Police Department building is critical to the Police Department's functionality. It hosts the briefing room, locker rooms, shooting range, gym, Police Explorer program meeting room, and Special Response Team's (SRT) equipment and training room. These rooms are important to both law enforcement operations and community engagement efforts. The first floor also serves as a host location for youth and community groups. Not having a proper meeting and work space for these community groups has severely affected attendance and participation.

During the extensive mold remediation work conducted starting in June 2023, most of the furniture was removed due to it being unsalvageable, outdated and non-ADA/ergonomically compliant. Items like the lockers, chairs, and tables received severe water damage and could not be repaired. Many of the items were several decades old and were already in poor condition prior to the mold infestation.

With the current remediation repairs underway and nearing completion, the plan is to

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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have the first floor of the Police Building fully functional as soon as possible with additional repair work and the purchase of furniture and technology. The Department has worked with staff from Public Works and the Finance-Information Technology department to gather quotes for the furniture, technology and related equipment to be replaced as well as work to be performed on the locker rooms and bathrooms (Attachment A). Additionally, Public Works will assist in the completion of the repairs, which will include painting, furniture installation and other cosmetic finishes -- work completed by City staff. Public Works staff will also serve as project manager of this complex project.

All requested work and purchases are necessary and essential to return the first floor of the Police Department building to a state that allows performance of daily public safety operations. This is a major and complex project that will take nine to twelve months to complete, which includes extra time due to supply chain issues delaying receipt of certain furniture or technology. Therefore, Staff is asking for approval to begin necessary, prioritized work and place orders with identified companies for furniture, technology and equipment.

Due to the scope of this project, it is prudent to prioritize repairs as depicted in the following list. It must be noted that delays in any of the repairs could result in more damage, price increases in materials/labor, and other types of increased deferred maintenance costs. The total project cost is estimated to be \$1,056,000 with details included in the various quotes and estimates in Attachment A.

Repair Priority:

1. Briefing room - This room is utilized for daily roll calls for every shift, a community meeting room, a training room and as an Emergency Operations Center (EOC).
2. Men's and Women's locker rooms - This room is necessary for officers to have the ability to change into their uniforms and prepare for their tour of duty
3. Bathrooms and showers - Essential for officers and department personnel to have access to showers before or after their tour of duty
4. Explorer/Community room - Hosts meetings for youth and community groups, Explorers, PAAL and volunteers.
5. Special Response Team - This room is essential for SRT personnel to secure and maintain tactical equipment and to conduct briefings for tactical operations

Staff is prepared to proceed with the emergency repairs and purchases required to bring the Police Building back to full operational use. Pursuant to Montebello Municipal Code (MMC) Section 3.20.140, the City Manager has the authority in cases of emergency "to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts..." Upon taking such action, the City Manager is required to provide a report to City Council of such action at the next regular City Council meeting.

This agenda report provides such a notice and serves as a recommendation to approve

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 5 of 5

the necessary contracts with the vendors needed to restore the Police Building to full operational use (i.e., Office Solutions Business Products & Services LLC (DBA: Blue Space Interiors), Pro Ceramic Tile, Mr. Rooter Plumbing, Western Audio Visual, and Premier Wall Systems, see Attachment A). Per the municipal code, approval of these contracts for this purpose requires a four-fifths (4/5) approval vote by the City Council. Given the exigent circumstances, it was prudent to engage the various vendors through the authority of MMC Section 3.20.140.

SUMMARY:

The City Council is being asked to receive and file the City Manager's report regarding the emergency repairs required to bring the Police Building back to full operational use. Additionally, the City Council is being asked to authorize the City Manager to approve agreements with Office Solutions Business Products & Services LLC (DBA: Blue Space Interiors), Pro Ceramic Tile, Mr. Rooter Plumbing, Western Audio Visual, and Premier Wall Systems (Attachment A) for the required and necessary remediation and repairs along with purchases of furniture, technology and related equipment. Approval of these contracts is done by utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140.

In addition, it is necessary to amend the Fiscal Year 2023-24 budget by increasing appropriations by \$500,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair, Building Improvements). These additional appropriations will be sufficient for initial work to begin and for prioritized furniture, technology and equipment to be ordered. Staff will monitor the status of this project and recommend budget amendments in future budget update reports.

ATTACHMENT(S)

1. Attachment A- Quotes for Repairs and Purchases for 1st Floor of Police Department
2. Attachment B - Emergency Repairs to Police Building Agenda Item 9, 08_23_2023

NEXT STEPS:

N/A

BUDGET ESTIMATE

TO SERVE AS A ROUGH ORDER OF
MAGNITUDE (ROM)
NOT A PROPOSAL, NOT GOOD FOR

bluespace
INTERIORS

Date: 10/10/2023

Valid thru: 12/10/2023

Client:

MONTEBELLO POLICE DEPARTMENT
1800 W. BEVERLY BLVD
MONTEBELLO, CA 90640

FURNITURE FOR 1ST FLOOR BRIEFING
ROOM

LEE ALPERT

lee@bluespaceinteriors.com

818.337.9540

Qty		Sell	Ext Sell
2	Credenza with Doors - Pulls, 24"d x 84"w, No Grommet (1-3/16")	\$ 1,419.21	\$2,838.42
1	Trans Inst Desk w Fixed Lectern, Left, 24"d x 84"w, One Grommet/Cup Holder (1-3/16")	\$ 985.73	\$985.73
2	Credenza with Doors - Pulls, 18"d x 72"w, No Grommet (1-3/16")	\$ 1,021.41	\$2,042.82
16	Rectangular Flip-Top Table, C-Leg, Slender, 24"d x 60"w	\$ 658.32	\$10,533.12
4	Pigeonhole Wall Cabinet, Metal Horizontal, 15"d x 36"w x 36"h	\$ 680.21	\$2,720.84
34	Ginny Tuxedo Back Guest Chair	\$ 252.00	\$8,568.00
2	Wall Support, 72"w	\$ 35.87	\$71.74
1	DELIVERY/INSTALLATION	\$ 5,300.00	\$5,300.00
3	DESIGN @ \$65/HR	\$ 65.00	\$195.00
Subtotal:			\$ 33,255.67
Sales Tax Rate: 10.25%		\$ 3,408.71	\$3,408.71
Grand Total:			\$36,664.38

NOT A PROPOSAL, NOT GOOD FOR ORDER
PRICE SUBJECT TO CHANGE UPON FINAL SELECTIONS, OPTIONS AND FINISHES
INSTALLATION SUBJECT TO CHANGE UPON SITE CONDITIONS AND DAYS/HOURS
REQUESTED
LEAD TIME IS NOT A GUARANTEE OF DELIVERY

BUDGET ESTIMATE
TO SERVE AS A ROUGH ORDER OF
MAGNITUDE (ROM)
NOT A PROPOSAL, NOT GOOD FOR

bluespace
INTERIORS

Date: 10/10/2023
Valid thru: 12/10/2023

Client:

MONTEBELLO POLICE DEPARTMENT FOR FIRST FLOOR EXPLORERS ROOM
1800 W. BEVERLY BLVD
MONTEBELLO, CA 90640

LEE ALPERT
lee@bluespaceinteriors.com
818.337.9540

Qty		Sell	Ext Sell
1	Credenza with Doors - Pulls, 24"d x 72"w, No Grommet (1-3/16")	\$ 1,159.47	\$1,159.47
11	Rectangular Flip-Top Table, C-Leg, Slender, 24"d x 60"w	\$ 658.32	\$7,241.52
2	Storage Mounted Bookcase, 18"d x 36"w x 37"h (1-3/16")	\$ 345.93	\$691.86
22	Ginny Tuxedo Back Guest Chair	\$ 252.00	\$5,544.00
1	DELIVERY/INSTALLATION	\$ 2,900.00	\$2,900.00
1	DESIGN @ \$65/HR	\$ 65.00	\$65.00
Subtotal:			\$ 17,601.85
Sales Tax Rate: 10.25%		\$ 1,804.19	\$1,804.19
Grand Total:			\$19,406.04

NOT A PROPOSAL, NOT GOOD FOR ORDER
PRICE SUBJECT TO CHANGE UPON FINAL SELECTIONS, OPTIONS AND FINISHES
INSTALLATION SUBJECT TO CHANGE UPON SITE CONDITIONS AND DAYS/HOURS
REQUESTED
LEAD TIME IS NOT A GUARANTEE OF DELIVERY

BUDGET ESTIMATE

TO SERVE AS A ROUGH ORDER OF
MAGNITUDE (ROM)
NOT A PROPOSAL, NOT GOOD FOR

bluespace
INTERIORS

Date: 10/10/2023

Valid thru: 12/10/2023

Client:

MONTEBELLO POLICE DEPARTMENT FOR FIRST FLOOR SRT ROOM
1800 W. BEVERLY BLVD
MONTEBELLO , CA 90640

LEE ALPERT

lee@bluespaceinteriors.com

818.337.9540

Qty		Sell	Ext Sell
10	Rectangular Flip-Top Table, C-Leg, Slender, 24"d x 60"w	\$ 658.32	\$6,583.20
20	Ginny Tuxedo Back Guest Chair	\$ 252.00	\$5,040.00
1	DELIVERY/INSTALLATION	\$ 2,200.00	\$2,200.00
Subtotal:			\$ 13,823.20
Sales Tax Rate: 10.25%		\$ 1,416.88	\$1,416.88
Grand Total:			\$15,240.08

NOT A PROPOSAL, NOT GOOD FOR ORDER
PRICE SUBJECT TO CHANGE UPON FINAL SELECTIONS, OPTIONS AND FINISHES
INSTALLATION SUBJECT TO CHANGE UPON SITE CONDITIONS AND DAYS/HOURS
REQUESTED
LEAD TIME IS NOT A GUARANTEE OF DELIVERY

BUDGET ESTIMATE

TO SERVE AS A ROUGH ORDER OF
MAGNITUDE (ROM)
NOT A PROPOSAL, NOT GOOD FOR

bluespace
INTERIORS

Date: 10/10/2023

Valid thru: 12/10/2023

Client:

MONTEBELLO POLICE DEPARTMENT
1800 W. BEVERLY BLVD
MONTEBELLO, CA 90640

FIRST FLOOR MENS AND WOMENS
LOCKER ROOMS

LEE ALPERT

lee@bluespaceinteriors.com

818.337.9540

Qty		Sell	Ext Sell
200	Welded Locker (24"W x 24"D x 72"H)- 150 Mens, 50 Womens	\$ 1,792.68	\$358,536.00
	Each With:		
	2 painted hooks		
	ventilated body and hasp lock, single door		
	under shelf coat frame 20"W		
	pull out drawer base 24"W x 36"D x 18"H w/ louvered front, seat and non locking		
	rear mount accessory mounting plate 24 x 6		
	ventilated adjustable shelf 24 x 24-		
	lock box not included, optional		
	Subtotal:		\$ 358,536.00
	INSTALLATION	\$ 34,285.71	\$34,285.71
	Sales Tax Rate: 10.25%	\$ 40,264.23	\$40,264.23
Grand Total:			\$433,085.94



Equipment with Interlock Mechanism
For Bottom Drawer

NOT A PROPOSAL, NOT GOOD FOR ORDER
PRICE SUBJECT TO CHANGE UPON FINAL SELECTIONS, OPTIONS AND FINISHES
INSTALLATION SUBJECT TO CHANGE UPON SITE CONDITIONS AND DAYS/HOURS
REQUESTED
LEAD TIME IS NOT A GUARANTEE OF DELIVERY

PRO CERAMIC TILE
 6437 BUCKTHORN AV.
 RANCHO CUCAMONGA,CA
 91701
 Insured / Lic. #696369
 (909) 936-0779

Estimate #

1530

Name / Address

CITY OF MONTEBELLO
 JAMES COINER
 1700 WEST VICTORIA AVE.
 MONTEBELLO, CA. 90640-3932

Job Address	Terms	Due Date	Job
1600 WEST BEVERLY BLVD. MONTEBELLO, CA 90640	Due on receipt	10/7/2023	POLICE STATION SHOWERS
Job Description			Total
Removing the existing Tile from shower wall,Bathrooms walls, Ceiling and floors, wainscot wall tile and counter tops.			15,000.00
SHOWER PAN INSTALLATION: 11 Units or showers 4x3.5 size hot mop.			4,000.00
Shower Tile Installation: (Men) Installation of water proof paper or membrane, installation of metal lath 2.5, installation of scratch coat, installation of tile 12x24, the installation will be made on Normal straight layout or Offset pattern, sqf. to install 1150 sqf.			41,400.00
WAINSCOT WALLS: (Men) Installation of Porcelain tile 12x24, the installation will be made over the new drywall (no floating or concrete installation), the installation will be made on straight layout or offset pattern sqf. to install 580 sqf.			11,000.00
BATHROOM FLOOR: Installation of Porcelain tile 12x24 or Mosaic tiles, the installation will be made over the existing slab of concrete, tile will be set on Normal straight layout or offset pattern, sqf. to install 740 sqf.			5,200.00
Vanity Slab fabrication :(Men) Installation of granite counter top or Quartz slab, with Myter edge detail, with 4 inches backsplash and 3 or 4, 3 sides, cut out overmount sinks.			2,750.00
Antifracture membrane (Men) 30 lineal foot			200.00
Shower Tile Installation (Women) Installation of water proof paper or water proof membrane, installation of metal lath 2.5, installation of scratch coat, installation of mortar bed all shower areas, tile will be install on Normal straight layout or Offset Pattern, sqf. to install 1150 sqf.			41,400.00
WAINSCOT WALLS: (women) Installation of Porcelain tile 12x24, the installation will be made on Normal Straight layout or Offset Pattern sqf. to install 580 sqf.			11,000.00
BATHROOM FLOOR:Installation of Porcelain tile 12x24 or mosaic tile, the installation will be made over the existing slab of concrete, tile will be set on Normal straight layout or Offset Pattern, sqf. to install 740 sqf.			5,200.00
Thank you for your business.		Total	

Signature _____

PRO CERAMIC TILE
 6437 BUCKTHORN AV.
 RANCHO CUCAMONGA,CA
 91701
 Insured / Lic. #696369
 (909) 936-0729

Estimate #

1530

Name / Address

CITY OF MONTEBELLO
 JAMES COINER
 1700 WEST VICTORIA AVE.
 MONTEBELLO, CA. 90640-3932

Job Address	Terms	Due Date	Job
1600 WEST BEVERLY BLVD. MONTEBELLO, CA 90640	Due on receipt	10/7/2023	POLICE STATION SHOWERS
Job Description			Total
Vanity Slab fabrication: Installation of Granite slab or Quartz slab with Myter edge detail, 4 inches back splash 3 sides. with 3 or 4 cut out Overmount sinks,			27,500.00
Antifracture Membrane Installation: 30 lineal foot			200.00
NOTE: No tile, No granite slabs or Quartz slabs, City of Montebello will supply also Schluter profile for cove base (sanitation profile) and profile to finish the edge and wainscot wall.			
Thank you for your business.			
Total			\$164,850.00

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and

Signature _____



City of Montebello PD
Boardroom and Briefing Room

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com
Revision 10/17/2023

Briefing Room
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Display System						
	2	Viewsonic	IFP6652	86" ViewBoard® 4K Ultra HD Interactive Flat Panel	\$ 3,056.00	\$ 6,112.00
	2	Viewsonic	CDE8620-W	86" 4K Ultra HD Large Format Presentation Display, 3840x2160 Resolution.	\$ 2,506.00	\$ 5,192.00
	1	Chief	AS3LDP7	Tempo™ Flat Panel Wall Mount System, PDU Bundle	\$ 697.00	\$ 697.00
	3	Chief	LTM1U	Large Fusion® Micro-Adjustable Tilt Wall Mount	\$ 244.00	\$ 732.00
	2	Viewsonic	VPC25-W53-P1	10th Gen Intel i5-10400T OPS-C Slot-In PC for ViewBoard® 50 series, Windows 10 Pro, 16GB DDR4, 256GB SSD, Wifi6, TPM 2.0, Secure Boot	\$ 1,117.00	\$ 2,234.00
Signal Distribution and Switching System						
	4	Crestron	DM-NVX-E20	DM NVX® 4K50 4:2:0 Network AV Encoder	\$ 550.00	\$ 2,200.00
	4	Crestron	DM-NVX-D20	DM NVX® 4K50 4:2:0 Network AV Decoder	\$ 510.00	\$ 2,040.00
Audio System						
	1	Biamp	TesiraFORTE X 400	Meeting Room DSP with 4 integrated PoE+ ports, AVB & Dante, 2x2 analog I/O, Stereo USB and 4 channels of AEC. Includes Biamp Launch automatic discovery and tuning	\$ 2,750.00	\$ 2,750.00
	1	Biamp	Revamp2060T	2-channel class D amplifier, 60W, 1U, bridgeable outputs, convection cooled	\$ 343.00	\$ 343.00
	8	Biamp	DX-IC6 White	6.5" High Efficiency Coaxial In-Ceiling Loudspeaker w/ HF compression driver. 8 Ohm or 70V/100V operation	\$ 162.00	\$ 1,296.00
	2	Biamp	TCM-X White	Low profile Beamtracking ceiling microphone	\$ 1,345.00	\$ 2,690.00
	1	Biamp	TCM-XEX White	Low profile expansion Beamtracking ceiling microphone	\$ 857.00	\$ 857.00
Cameras						
	1	Lumens	VC-R30	Full HD IP PTZ Camera	\$ 1,317.00	\$ 1,317.00
	1	Lumens	VC-VM12W	Lumens Wall Mount for PTZ Video Cameras (White)	\$ 147.00	\$ 147.00
	1	Huddly	S1	Huddly S1 Video Conferencing Camera - 12 Megapixel - 30 fps - Matte Black - USB 3.0 - 1 Pack(s) - 1920 x 1080 Video - CMOS Sensor - Fixed Focus - 150° Angle - 4x Digital Zoom - Network (RJ-45) - Computer - Windows 10	\$ 1,456.00	\$ 1,456.00
	1	Lumens	CAB-AOCU-ML	Lumens USB 3.1 Gen 1 Active Extender Cable (49.2')	\$ 212.00	\$ 212.00
Control System						
	1	Crestron	RMC4	4-Series™ Control System	\$ 612.00	\$ 612.00
	1	Crestron	TSW-770-B-S	7 in. Wall Mount Touch Screen, Black Smooth	\$ 1,266.00	\$ 1,266.00
Miscellaneous Components						
	1	Netgear	GSM4230P-100NAS	Netgear M4250-26G4F-PoE+ AV Line Managed Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - 35.80 W Power Consumption - 300 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable, Table Top - Lifetime Limited Warranty	\$ 1,043.00	\$ 1,043.00
AV Equipment to be installed in spare furniture cabinet						
Briefing Room Equipment Sub-Total:						\$ 33,196.00
Miscellaneous Materials						
					Cable & Connectors	\$ 747.00
					Installation Hardware & Accessories	\$ 374.00
					Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ 187.00
Miscellaneous Materials Sub-Total:						\$ 1,308.00
Integration Labor						
					Engineering & Drafting	\$ 1,754.00
					Control Programming	\$ 4,431.00
					Project Management	\$ 916.00
					Staging & Assembly	\$ -
					Installation & Testing	\$ 6,670.00
					Training, Closing, & Commissioning	\$ 1,700.00
					Travel	\$ -
					Sub-Contract	\$ -
					G & A	\$ 495.00
Integration Labor Sub-Total:						\$ 15,966.00
Extended Warranty & Maintenance Agreement						
				Years	Price	
Extended Service Plan				1		FREE
Service Sub-Total:					\$	-
Briefing Room Totals						
Total Equipment					\$	34,504.00
Total Labor					\$	15,966.00
Equipment and Labor Subtotal					\$	50,470.00
Total Shipping					\$	1,020.00
Additional Shipping for Overnight or Large Items					\$	-
Subtotal					\$	51,490.00
Sales Tax					10.25%	\$ 3,641.21
Electronic Waste Fee 4" - 14" (\$4.00)					QTY: 1	\$ 4.00
Electronic Waste Fee 15" - 34" (\$5.00)					QTY: 0	\$ -
Electronic Waste Fee 35" and Greater (\$6.00)					QTY: 4	\$ 24.00
Electronic Waste Fee Total					\$	28.00
Total Service Agreement					\$	-
Bond (if required)					\$	-
						\$ 55,159.21



Client: City of Montebello PD
Project Name: Boardroom and Briefing Room

Representative: Halley Schellin
Mobile: 949.584.7028
Office: 714.637.7557
Email: HalleyS@wav1.com
Date: 10/17/2023

Project Contact

Contact: Alfredo Perez-Negron
Address: 1600 W Beverly Blvd.,
City, State, Zip: Montebello, CA 90640
Phone: 323-887-1200 x298
Mobile:
Email: aperez-negron@MontebelloCA.gov

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance (1st Year = FREE)	Bond	Cost Per Room	TOTAL
Briefing Room	1	\$ 34,504.00	\$ 1,020.00	\$ 3,641.21	\$ 28.00	\$ 15,966.00			\$ 55,159.21	\$ 55,159.21
Base Project Total										\$ 55,159.21

EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE

STANDARD RENEWAL RATE \$2,686.00

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate	FREE	\$2,686.00	\$2,686.00	\$2,686.00	\$2,686.00
Discount	100%	0%	0%	0%	0%

PROJECT TOTAL: \$55,159.21

NOTES:

This proposal includes the use of prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature

Printed Name & Title

Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:

Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92667 | P 714 637 7272



Proposal

Proposed To: City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640 Attn: James Coiner Phone: 909-736-8889 Email: JCoiner@cityofmontebello.com	Service Location: Montebello Police Department 1600 W. Beverly Blvd. Montebello, CA 90640	Date October 14, 2023
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Mr. Rooter Plumbing proposes the following work to be done at the above address:

1. Replace above ground exposed water, waste and vent piping serving mens and womens locker room fixtures.
2. Replace 5-toilets, 5-toilet seats, 5-wax rings and bolts, 5-sloan valves serving toilets, 5-sloan valves serving urinals, 5-urinals, 8- angle stops, 4-sinks, 4- Delta single handle bathroom sink faucets and 8-shower valves serving mens locker room restroom.
3. Replace 5-mens urinal screens, 4-regular mens restroom toilet partitions, 1-handicap mens restroom partition in mens locker room restroom.
4. Replace 5-toilets, 5-toielt seats, 5-wax rings and bolts, 5- sloan valves serving toilets, 8-angle stops, 4-sinks, 4- Delta single handle bathroom sink faucets and 3-shower valves in womens locker room restroom.
5. Replace 4-regular womens restroom toilet partitions and 1-handicap womens restroom toilet partition in womens locker room restroom.

Includes:

- All labor and material needed to complete above scope of work.

Excludes:

- Permits and fees of any kind
- All unforeseen
- Anything not listed above

This proposal cost is based on normal working hours Monday-Friday, weather permitting non-holiday

Total: **\$145,065.56**
All unforeseen to be charged accordingly and must be approved by client.

ACCEPTANCE OF WORK PROPOSED

Payments to be made as follows: 100% upon completion.

When proposal is signed by Mr. Rooter Plumbing and Customer, this document will constitute a firm and binding agreement between both parties hereto for all labor, equipment and materials, as stated above. Mr. Rooter Plumbing may withdraw this proposal without notice, if this offer is not accepted within 30 days. Time is of the essence, and the life of this proposal cannot be extended by any reliance or action of Customer without the prior written consent of Mr. Rooter Plumbing.

Respectfully Submitted:

Acceptance Signature:

1

Mr. Rooter Plumbing
PO Box 3735 Montebello Ca, 90640
Phone: (323) 721-1243 Fax: (323) 721-5330
Email: diazmrrooterplumbingsg@gmail.com

Joe Diaz

Mr. Rooter Plumbing



October 26, 2023

City of Montebello

Project: Men's and Women's Locker Room

PWSI respectfully submits the following proposal to include all materials, labor, equipment, cleanup, and appropriate insurances to complete the following scope of work per plans dated.

TI

1. Bid per job walk
2. Men's 153 lf of wall. 2' of DuraRock and 6' of Drywall.
3. Women's 153 lf of wall. 2' of DuraRock and 6' of Drywall.
4. Walls 8' AFF
5. Reframe 2 plumbing access opening.
6. Patch and repair ceiling do to demo or trade damage.
7. Access panel provided and installed by city.

Total \$49,600

Add alternate for T&M to reframe any damage metal studs to Demo hour rate \$110

Excludes: Wood backing, and **support system for acoustical ceiling.**

We look forward to working with you on this project and offer our ultimate efforts for timely and successful completion.

Respectfully,
Sebastian Alvarez
Cell 909 208-1205
sebastian@premeirws.com



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK**

DATE: August 23, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the City Manager's report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the repairs and remediation are of an emergency nature and required to prevent further water intrusion which, if left unattended, will continue to create toxic mold, officer safety concerns, and liability in regards to proper storage and handling of criminal evidence; and
3. Authorize the Acting City Manager to execute professional service agreements with ATI Restoration LLC., Mr. Rooter Plumbing, and Custom Craft Flooring for the repair of the Montebello Police Department to remediate the damage caused by water intrusion, in a total aggregate amount of \$300,000; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$300,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Other Contract Services-Building Maintenance/ Repairs); and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended emergency repairs and remediation work are estimated to cost an aggregate amount not-to-exceed \$300,000. This amount includes an estimated total of \$280,000, plus an additional \$20,000 in contingency funds should there be necessary

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 23, 2023

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change orders. The total cost will be paid from Account No.100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Other Contract Services-Building Maintenance/ Repairs). The recommended actions include amending the Fiscal Year 2023-24 budget by \$300,000 in that account.

Risk Management staff have been working closely with the City's insurance provider in order to file claims to receive reimbursement for costs associated with the Police Department building damage. Staff have had multiple meetings with the City's insurance representatives over the past several months, as well as meeting with vendors specializing in mold detection and remediation recommended by the insurance company. To date, Staff have filed reimbursement claims totaling \$347,000. This amount would reimburse the City for expenses related to the rental of portable lockers and showers since the current locker room is unusable, mold and related air quality testing, restoration, remediation and repair work, inspection by an industrial hygienist, and other related work and services. The reimbursement claims seek expenses dating back to the date of discovery (March, 2022), and will include all expenses through completion of final remediation work to bring the Police building back to full operational status.

Therefore, depending on the claim decision by the City's insurance broker, funds will be available to offset the General Fund expenditures related to the water damage. Staff anticipate reimbursement will be received by the end of the current fiscal year. Once a decision is made by the insurance company concerning the various claims filed, Staff will provide an update to the City Council on the total amount reimbursed.

BACKGROUND/DISCUSSION:

The winter of 2021-2022 saw excessive amounts of rain throughout Southern California. The large amount of rain caused severe intermittent flooding on the northeast area of the first floor of the City's Police Building (i.e., the area off Victoria Avenue, near the LA County library building). During the month of March 2022, hallway walls were being prepared for painting as part of routine maintenance and renovation work in the building. During the wallpaper removal, prior to painting, mold was discovered on the walls on the first floor of the Police building.

Due to the mold and substantial water intrusion on the first floor of the Police building, an air assessment was carried out on March 28, 2022. The purpose of this assessment was to determine the extent of the mold growth and identify the specific type of mold present. During the assessment, it was discovered that *Penicillium/Aspergillus*, commonly referred to as black mold, was present on the first floor as well as the second-floor narcotics office. This type of mold can pose health risks and therefore, immediate action was taken to address the issue and ensure the safety and well-being of Police Department employees and any visitors to the Police building.

Subsequently, on April 12, 2022, the first floor of the Police Department was closed in order to commence the remediation process. This step was necessary to ensure the safety and well-being of all individuals working in or visiting the building. To ensure the continuity of public safety operations and maintain a safe working environment, all first-floor operations were relocated to the second and third floors of the Police building. This

CITY COUNCIL AGENDA REPORT - MEETING OF AUGUST 23, 2023

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included the locker rooms, evidence storage, staff workstations and meeting rooms. Special attention and care were taken during this relocation process to ensure the security and proper handling of all evidence stored. Portable locker units (a total of 55) and portable bathrooms and showers were ordered to provide necessary locker and shower space to Police Department staff.

In April of 2022, a remediation and drying process was conducted as recommended by the City's insurance adjusters. During the remainder of 2022, the City sought to determine the cause and location of the water intrusion. Initial investigative efforts involved drilling through the concrete slab in order to determine if the water and moisture were coming from the ground. The readings showed that the water and moisture were not coming from the ground into the first floor.

On April 6, 2023, the City engaged a plumber to conduct a "smoke test" to determine the source and path of the water intrusion. Video of the "smoke test" taken by the plumber traces the water intrusion to right outside the door on the second floor at the north entrance of the Police building. Further examination and inspection revealed a broken drainage pipe, one within the north wall of the building and one under the cement foundation of the first floor.

On May 11, 2023, an Industrial Hygienist, recommended by the City's property insurance adjusters, conducted air tests and took samples showing the continued existence of mold on the first floor of the Police building. The Industrial Hygienist shared the results with the restoration company, who remediated the affected areas in order to make the first floor habitable in June of 2023.

The Industrial Hygienist returned after the remediation efforts to take additional tests to ensure the air was clean and safe on the first floor. On June 28, 2023, the Industrial Hygienist issued a final report indicating the air samples taken were clean and safe. In response to the air assessments and final report, the first floor was reopened with limited access. This limited opening allowed access to the shooting range and gym. The remaining areas of the first floor require additional repairs to flooring, walls and the locker room. Once these repairs are completed, the remaining areas of the first floor will be opened for use by Police Department staff.

The remaining repairs and maintenance work will address the following concerns:

- Officers unable to use the cot room to sleep prior to court appearance after working at night or an extended watch.
- Officers unable to use shower facilities due to current condition of the locker room and shower area.
- Although the shooting range is useable for quarterly qualification all other training has been restricted due to current first floor repairs still being needed.
- Evidence storage and processing has been severely affected and repairs must be made to restore the storage facility. Continuing to use the temporary storage

facility can negatively affect criminal prosecutions and open up the City to civil liability.

Additionally, the first floor of the Police building is used for Police Explorer and volunteer Citizens on Patrol meetings and training. The office space and training areas are currently unavailable due to the state of disrepair.

ENVIRONMENTAL:

The recommended emergency repairs are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations Title 14 Section 15269. The air tests show that the air is now clean. However, in order to ensure that the first-floor air stays clean for the health and safety of personnel and to restore operations, it is urgent that the City make the necessary repairs before we get more rain and the same issues reoccur.

ANALYSIS:

The City has received repair estimates from the remediation/restoration company recommended by the City's insurance adjusters (ATI Restoration, LLC) . The remediation/restoration company has agreed upon rates with the City's property insurance company. The work estimates were reviewed by the Director of Public Works and are in-line with restoring the first floor and making it fully operational. Additionally, Public Works will be available to assist in the completion of the repairs, which will include painting and other aesthetic finishes.

The City is prepared to proceed with the emergency repairs required to bring the Police building back to full operational status. Pursuant to Montebello Municipal Code (MMC) Section 3.20.140, the City Manager has the authority in cases of emergency "to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts...." Upon taking such action, the City Manager is required to provide a report to City Council of such action at the next regular City Council meeting.

This agenda report provides such a notice and serves as a recommendation to approve the necessary contracts with the repair and remediation companies needed to restore the Police building to full operational status (i.e., ATI Restoration LLC., Mr. Rooter Plumbing, and Custom Craft Flooring). Per the municipal code, approval of these contracts for this purpose requires a four-fifths (4/5) approval vote by the City Council. Given the exigent circumstances surrounding the discovery and eventual remediation of the mold caused by water intrusion into the Police building, coupled with the City's insurance company involvement in recommending the testing and repair companies, it was prudent to engage the various vendors through the authority of MMC Section 3.20.140.

SUMMARY:

The City Council is being asked to receive and file the City Manager's report regarding the emergency repairs required to remediate the water damage to the Police Building. Additionally, the City Council is being asked to authorize the City Manager to approve agreements with ATI Restoration LLC., Mr. Rooter Plumbing, and Custom Craft Flooring in a total aggregate amount not-to-exceed \$300,000 for the required and necessary mold remediation repairs. Approval of these contracts is done by utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140. The estimates provided include the allowable contingency amount considering the scope of work.

Approval of the contracts noted above requires amending the Fiscal Year 2023-24 budget by increasing appropriations by \$300,000 in Account No.100-30-510-6040.60 (General Fund, Public Works, Facilities Maintenance, Other Contract Services-Building Maintenance/ Repairs). Staff is currently working with the City's insurance broker to file reimbursement claims for various expenses related to the mold remediation, testing, locker and shower rental, repairs to walls and flooring, etc. To date, Staff has submitted claims totaling \$347,000. Once a decision by the City's insurance company on the various claims is rendered, Staff will provide an update to the City Council.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 15

**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 AMENDMENT NO. 1 TO AGREEMENT NO. 3798 WITH ALLIED UNIVERSAL TO PROVIDE JAIL SERVICES

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3798 with Allied Universal for professional services operating the Montebello Police Department's Type 1 Jail Facility which will exercise the first of the provided two (2) year extensions; and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total annual cost for these services to operate the Montebello Police Department's Type 1 Jail Facility is \$503,322. This expense is currently budgeted under the General Fund- Police- Detention Facility- Contract Services (100-80-831-6040.10) in the Fiscal Year 2023-24 adopted budget. The proposed total operating cost for Fiscal Year 2024-2025 is \$528,488. No budget adjustment is needed as part of the recommended action to approve Amendment No. 1.

BACKGROUND/DISCUSSION:

On April 8, 2020, the City entered into Agreement 3798 (see Attachment A) with G4S Secure Solutions, which was later acquired by Allied Universal, to operate, manage, supervise, and maintain the Jail in order to properly receive, detain, and care for all inmates that may be booked.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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The current jail services contractor provides staff and management for the Montebello City Jail. The prisoners are taken in and processed; they are screened, segregated and housed; they are fed according to State and Federal requirements; and, their immediate medical needs are provided for. Local prisoners are transported to the East Los Angeles Municipal Court. Injured and long-term local prisoners are transported to appropriate Los Angeles County Sheriffs facilities.

Allied Universal performs duties under the guidelines established in the Department's Policy Manual and Jail Procedure Manual relating to the custody and transportation of prisoners, including but not limited to:

- Transportation of prisoners from field locations to the jail facility using assigned, department owned, vehicles;
- Assume all responsibilities for the care and processing of prisoners that would otherwise be relegated to the arresting or booking officers relating to prisoner custody and housing;
- Complete booking of prisoners;
- Mandated inspections of the jail facility and persons detained therein;
- Evaluate prisoners for criteria relating to: Admittance to the jail facility; Segregation of prisoners; Need for medical attention; Feeding schedules and serving of meals;
- Produce reports relating to incidents they witness or are involved in;
- Notification of Police Department supervisors;
- Booking of property into evidence;
- Fingerprinting applicants and registrants;
- Testifying in court and/or administrative hearings;
- Accept bail bonds and release prisoners; and
- Transportation of prisoners from the jail facility to other locations: County Jail; East Los Angeles Court; Hospital; and other locations as determined by Department supervisory personnel.

Over the past three years, Allied Universal/G4S has provided the City with proper maintenance and support services to ensure the Jail facility continues to be properly certified to remain operational for Police operations. Staff has determined that Allied Universal is a highly qualified provider and should continue providing services. The company has contracts with other facilities that range in size and that have expressed their satisfaction with Allied Universal's services. Additionally, Allied Universal has established a training program for its staff that has been successfully implemented and will continue throughout the contract.

In accordance with Agreement No. 3798, the City and Contractor desire to amend the Agreement to document the acquisition of G4S Secure Solutions by Allied Universal on April 5, 2021, and to exercise the first of the provided two (2) year term extensions set forth in Section 13 of the Agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council is being asked to approve Amendment No. 1 to Agreement No. 3798 with Allied Universal to continue providing jail management services for the Montebello Police Department. The amendment also serves to document the acquisition of G4S Secure Solutions by Allied Universal and shall amend throughout to change the party name of "G4S" to "Allied Universal. The term of this Agreement shall continue in effect until June 30, 2025. Funding for these services was included in the FY 2023-24 budget, therefore no amendment is needed.

ATTACHMENT(S)

1. Attachment A - G4S Agreement No 3798
2. Attachment B - Amend No. 1 to Agr. 3798

NEXT STEPS:

N/A

AGREEMENT NO. 3798

**Services Agreement**

This Services Agreement ("Agreement") is effective as of September 1, 2020 ("Effective Date") between The City of Montebello with its principal office located at 1600 West Beverly Blvd., Montebello, CA 90640 ("Customer") and G4S Secure Solutions (USA) Inc., a Florida corporation, with its principal office located at 4929 Wilshire Blvd, Los Angeles, CA 90010 ("G4S").

The parties agree as follow:

1. **SERVICES:** G4S will provide Customer with security services in accordance with the Schedule A ("Schedule") attached hereto and incorporated herein by reference ("Security Services"). Security personnel will perform Security Services in compliance with written post orders agreed upon by the parties.

2. **OPTIONAL SERVICES:** If Customer requests additional services beyond the Security Services specified in Section 1 above, G4S is available, upon written agreement, to perform additional services at G4S' established national short-term rates. G4S is also available to perform disaster (floods, fires, earthquakes, hurricanes and other acts of God) or emergency (acts of the government, riots, strikes, acts of terrorism) services at stipulated disaster or emergency service rates subject to the parties entering into separate disaster or emergency services agreement.

3. **PERSONNEL:**
 - a. All security personnel are employees of G4S and not of Customer.
 - b. All security personnel will be neatly uniformed and courteous.
 - c. All security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.
 - d. All security personnel will demonstrate reliable attendance and other identified job skills.
 - e. If Customer, at any time, is dissatisfied for any lawful and non-discriminatory reason with any security personnel assigned to the premises, G4S, upon request by Customer, will replace such security personnel.
 - f. Customer will supply G4S with copies of any workplace policies with which security personnel must comply.
 - g. Customer assumes any and all risk and responsibility in the event Customer takes direct control or supervision of G4S security personnel by requiring the employee to perform contrary to this Agreement.

4. **HIRING:** Customer agrees that it will not employ any security personnel provided by G4S in the performance of this Agreement, for at least six (6) months after said security personnel completed his or her G4S assignment at any Customer site.

5. **RATES:** Customer agrees to pay G4S at the hourly rates set forth on the attached Schedule. Rates quoted are based on a forty (40) hour work week. Overtime rates are incurred when security personnel work in excess of forty (40) hours per week or eight (8) hours per day, whichever is applicable pursuant to local labor laws or applicable

collective bargaining agreements, or if additional hours are requested by Customer at Customer premises outside the regular schedule and above the scheduled hours (further defined in Schedule A -"Weekly Staffing" below).

6. **RATE CHANGE:** If a legal mandate (e.g. change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws) changes costs, rates shall be adjusted to account for same upon at least a thirty (30) day written notice to Customer. In addition, rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both. The rates quoted herein will remain in effect for one (1) year from the Effective Date. Once during any twelve (12) month period thereafter, both parties agree to renegotiate in good faith such rate adjustments as necessary to account for changes in contract economics, compensation, scope of work and other such matters.

7. **INVOICES AND PAYMENT:** G4S will invoice Customer on a weekly basis. All invoices are due and payable within thirty (30) days of Customer receipt of invoice in the form and manner outlined in Customer's Request for Proposal ("RFP 19-55") incorporated in its entirety herein and made part of this Agreement. Customer acknowledges and agrees payment in any other form other than check or EFT may result in transaction fees which fees shall be collected by G4S at the time payment is processed. If by check, payments shall be mailed to G4S Secure Solutions (USA) Inc., P.O. Box 277469, Atlanta, Georgia 30384-7469. Customer agrees to pay a late charge of 1.0% per month on any amount not paid within thirty (30) days of the date of invoice receipt. Customer agrees to pay reasonable attorney and all collection agency and other fees and expenses which may be incurred by G4S in the collection of unpaid invoices or any part thereof. G4S shall invoice Customer and collect any applicable tax imposed on all retail sales, leases and rentals of goods, and taxable Security Services, including but not limited to state and local sales taxes and gross receipts tax. If G4S collects any such taxes, G4S will be fully responsible for making all payments, declarations, and filings related to same. Customer indemnifies G4S for said taxes; and acknowledges that if any such taxes are understated or increased resulting from an audit, the Customer shall reimburse G4S upon written request. Any questions or concerns regarding an invoice must be submitted in writing to the local G4S business office responsible for the invoice within sixty (60) days. Such inquiries are limited to hours worked, direct bill items, expenses and the specified bill rates charged..

8. **INDEMNITY:** It is understood and agreed between the parties that G4S is not an insurer and that the rate being paid for Security Services is for a security personnel service designed to deter certain risks of loss. Rates are not related to the value of the personal or real property where Security Services are performed. G4S makes no guarantee, implied or otherwise, that no loss will occur or that the Security Services supplied will avert or prevent occurrences or losses. Notwithstanding, G4S is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this Agreement. G4S shall be liable for any damage to the extent resulting from the negligence or intentional bad act(s) or omissions of G4S or its officers or employees, and shall defend, indemnify and hold Customer harmless for said damages including costs and reasonable attorneys' fees. Likewise, Customer agrees to indemnify and hold G4S harmless, including costs and reasonable attorneys' fees, to the extent caused by the negligence or intentional bad acts by Customer, its officers or employees. G4S also agrees to defend, indemnify and hold Customer harmless from and against any claims, demands, actions, suits, causes of action, or losses brought against Customer

by G4S' employees or agents, except to the extent of the negligence or intentional bad act(s) or omissions of Customer or its employees or agents. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF BUSINESS OR PROFITS, PENALTIES, OR SPECIAL OR INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES. IN NO EVENT SHALL G4S' MAXIMUM, CUMULATIVE LIABILITY TO THE CUSTOMER FOR DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID TO G4S IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES; THE FORE-GOING LIMITATION SHALL NOT APPLY TO CLAIMS BROUGHT DIRECTLY AGAINST G4S BY THIRD PARTIES. CUSTOMER SHALL GIVE NOTICE TO G4S OF ANY LOSS, DAMAGE, EXPENSE, CLAIM, LAWSUIT, LIABILITY, FINE OR PENALTY (COLLECTIVELY HEREIN "CLAIM") WITHIN THIRTY (30) DAYS OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF THE CLAIM. G4S SHALL NOT BE RESPONSIBLE FOR ANY CLAIM UNLESS THE REQUISITE NOTICE IS GIVEN TIMELY AND PROPERLY.

9. **TAXES:** G4S will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from G4S' employment of the security personnel assigned to Customer's premises and G4S will indemnify and hold Customer harmless, including costs and reasonable attorney's fees, from and against any or all of these obligations.

10. **INSURANCE:** All required insurance below shall name Customer "City of Montebello" as "Additional Insured" and shall adhere to all other insurance requirements outlined in RFP 19-55.

- a. G4S has procured, and will maintain in effect throughout the life of this Agreement, workers' compensation insurance in full limits as required by statute and employer's liability insurance with a limit of at least \$1,000,000.00, covering G4S' employees assigned to Premises. If any claim for Workers' Compensation benefits is asserted against Customer by any of said G4S employees or in the event of death by their personal representatives, then, upon timely written notice from Customer, G4S shall undertake to defend Customer against such claim(s) and shall indemnify and hold Customer harmless from and against any such claim(s).
- b. G4S has procured, and will maintain in effect throughout the life of this Agreement, a General Liability policy (covering bodily injury, personal injury and property damage) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. G4S agrees to name and maintain Customer as an additional insured on said liability policy. G4S' naming of Customer as an additional insured shall provide coverage to the extent of G4S' liability under the Agreement and shall in no event be construed for any purpose so as to make G4S or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Customer or its employees.
- c. If the Security Services include the use of vehicles by G4S' security personnel, G4S will procure and maintain in effect throughout the life of this Agreement, an Automobile Liability policy in the amount of \$1,000,000.00 combined single limit (each accident).

11. **CONFIDENTIAL INFORMATION:** All processes, documents, data, material, policies, or other information pertaining to Customer's business which is learned by G4S or furnished to G4S shall be maintained by G4S in strict

confidence and shall not be used by G4S, except for the direct benefit of Customer, nor disclosed by G4S to any person or entity at any time for any reason unless required by law or to otherwise provide the Security Services pursuant to this Agreement. In furtherance of this provision, G4S agrees to execute such mutually agreed to confidentiality agreements as requested by Customer from time to time.

12. PROPERTY: All Customer software, equipment, and other property used by security personnel shall remain the exclusive property of Customer. Likewise, any property furnished by G4S for use by security personnel while assigned at Customer shall remain the exclusive property of G4S. The Customer shall be responsible for carrying out its own virus checking procedures on all deliverables in accordance with good computing practice.

13. TERM LENGTH AND TERMINATION:

- a. The "Initial Term" for this Agreement shall commence on the Effective Date indicated above and shall continue in effect until June 30, 2023, unless terminated earlier per the terms herein. Following the Initial Term, Customer may exercise an option to extend the Agreement for two (2) additional, two (2) year terms (each a "Renewal Term") upon the written approval by both parties.
- b. Termination for Convenience. This Agreement may be terminated for Convenience by either party upon written notice not less than thirty (30) days in advance specifying the date of termination.
- c. Each Schedule is effective from the "Start Date" (defined in Schedule A below) of each Schedule and shall continue in effect until the End Date, or if no End Date is specified, until terminated by not less than thirty (30) days prior written notice by either party, or in accordance with this Agreement. In the event this Agreement is terminated, all Schedules will also terminate on the same effective date of termination of the Agreement.
- d. Termination for Cause. Either party may terminate this Agreement and/or any Schedule, at any time, upon ten (10) days prior written notice to the other party, if the non-breaching party has notified the other that a material breach of this Agreement has occurred, and same has not been rectified in a timely manner. Notwithstanding the foregoing, G4S may terminate this Agreement and/or any Schedule upon twenty-four (24) hours prior written notice for non-payment. Either party may immediately terminate this Agreement and any Schedule if the other party has been declared bankrupt, files for bankruptcy protection, make an assignment for the benefit of creditors or is in receivership.

14. MODIFICATION: This Agreement may only be modified by mutual written consent of the parties. Customer may request G4S to assign security personnel at additional Customer locations; a Schedule for said location(s) shall be executed by the parties and incorporated by reference into this Agreement.

15. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order, government orders, or any other cause outside that party's exclusive and direct control.

16. **ENTIRE AGREEMENT:** This Agreement, including any Schedules, supersedes all previous agreements, oral or written, between G4S and Customer at any Customer location, and represents the entire Agreement between the parties. No other agreements or representations, oral or written, have been made. Any preprinted terms contained on a Customer purchase order shall be subject to this Agreement and any conflict between this Agreement and any pre-printed terms on commercial forms/paper shall be resolved in favor of this Agreement.

17. **SEVERABILITY:** The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of remaining parts of provisions of this Agreement.

18. **ASSIGNMENT:** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets, or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment or delegation in violation of this section shall be void.

19. **NOTICES:** All notices to be given by either party shall be in writing and shall be sufficiently given or made by (i) delivery in person; (ii) facsimile; (iii) electronic mail; (iv) first class, registered or certified mail, postage prepaid; or (v) overnight courier addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first.

To G4S: G4S Secure Solutions (USA) Inc.
 Attention: Contracts, Legal Dept.
 1395 University Boulevard
 Jupiter, Florida 33458
 Email: contracts@usa.g4s.com

To Customer: Customer Name: **City of Montebello**
 Attention: **Brad Keller, Chief of Police**
 Address: **1600 West Beverly Blvd**
 Montebello, CA 90640
 Email: bkeller@cityofmontebello.com

20. **LEGAL COMPLIANCE:** G4S certifies that the Security Services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these Security Services.

21. **DISPUTE RESOLUTION:** In the event of any dispute between the parties, Customer and G4S agree that they will make good faith efforts to resolve their differences, with the assistance of a mediator selected by mutual agreement. Mediation will take place in Los Angeles County, California, unless agreed otherwise. Each party shall bear

its own associated expenses, including attorneys' fees, and the parties agree to equally share the mediator's fees and ancillary expenses.

22. LABOR ORGANIZATIONS: In the event G4S enters into any collective bargaining agreement covering G4S employees assigned to Customer, it is understood and agreed that G4S shall have sole control and responsibility for and will be sole signatory under and connected with all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

23. THIRD PARTY BENEFICIARIES: Security Services provided pursuant to this Agreement are provided to Customer only. No other person or entity is, nor is intended to be, a third party beneficiary.

24. HAZARDOUS CONDITIONS: Customer represents and warrants there are no chemical or other hazards that require disclosure to G4S or its employees that have not previously been disclosed to G4S under the OSHA Chemical Hazard Communication Standard 1910.1200. Customer agrees to provide any training offered to its own employees to G4S employees and will provide G4S with copies of any training materials.

25. RELATIONSHIP OF THE PARTIES: The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship or franchise between G4S and Customer. Neither party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other party. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California..

By signing below, the signatory represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the entity for which s/he is signing and that the Agreement is binding upon the entity.

G4S SECURE SOLUTIONS (USA) INC.	City of Montebello:
By: 	By: 
Name: Erik Fields	Name: René Bobadilla
Title: Market Vice President	Title: City Manager
Date: 7/23/2020	Date: 7/23/2020



Schedule A

Customer Contact:

Captain Boris Zeissig

Service Location:

Montebello Jail, 1600 West Beverly Blvd. Montebello, CA 90640

Start Date:

September 1, 2020

Scope of Work:

G4S will provide licensed, unarmed and uniformed Security Officers at Customer's Service Location as agreed between the parties. G4S personnel will provide other services as stated in mutually agreed upon, written post orders.

Rate Schedule for Year 1: September 1, 2020 to June 30, 2021

Position	Hours Per Week	Wage Rate	Billing Rate	Estimated Weekly Cost	Estimated Annual Cost
Custody Officer Year 1	192	\$19.00	\$33.72	\$6,474.24	\$336,660.48
Custody Supv. Year 1	40	\$32.00	\$54.74	\$2,189.60	\$113,859.20
Estimated Total Cost (Excluding Holidays):				\$8,663.84	\$450,519.68
Estimated Total Annual Cost (Including Holidays):					\$454,161.44
Estimated 2020/2021 Fiscal Year Cost (Including Holidays):					\$375,377.60

Note: Estimated fiscal year cost is based on 43 weeks & 7 holidays.

Rate Schedule for Year 2: July 1, 2021 to June 30, 2022

Position	Hours Per Week	Wage Rate	Billing Rate	Estimated Weekly Cost	Estimated Annual Cost
Custody Officer Year 2	192	\$19.50	\$34.83	\$6,687.36	\$347,742.72
Custody Supv. Year 2	40	\$32.50	\$55.86	\$2,234.40	\$116,188.80
Estimated Total Cost (Excluding Holidays):				\$8,921.76	\$463,931.52
Estimated Total Annual Cost (Including Holidays):					\$467,693.16

Rate Schedule for Year 3: July 1, 2022 to June 30, 2023

Position	Hours Per Week	Wage Rate	Billing Rate	Estimated Weekly Cost	Estimated Annual Cost
Custody Officer Year 3	192	\$20.00	\$36.00	\$6,912.00	\$359,424.00
Custody Supv. Year 3	40	\$33.00	\$57.04	\$2,281.60	\$118,643.20
Estimated Total Cost (Excluding Holidays):				\$9,193.60	\$478,067.20
Estimated Total Annual Cost (Including Holidays):					\$481,955.20

Note: Estimated annual cost is based on a 52 week year.

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week (or more than 8 hours per day in California) or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.50 times the straight-time bill rate.

Personnel in California will be paid double time if required to work more than 12 hours per day. The corresponding bill rate for double time is 1.85 times the straight-time bill rate.

Holiday Pay of time and one half to all Security Officers who work on any of G4S' nine recognized holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.50 times the straight-time bill rate.

Weekly Staffing Schedule:

Custody Supervisor: G4S shall provide one (1) Custody Supervisor for the Jail during standard business hours (8:00 AM to 5:00 PM), Monday through Friday for a total of 40 hours per week.

Custody Officer: G4S shall provide one (1) Custody Officer for the jail around the clock, 7 days per week for a total of 168 hours per week.

Additional Custody Officer: G4S shall provide one (1) additional Custody Officer for 8 hours per day during "Peak Times." Peak Times shall be each Thursday, Friday, and Saturday evening.

Additional Billable Hours: The City's representative may request G4S to provide additional staffing at the hourly billing rates listed above.

Rate Schedule Includes:**Full Time, Dedicated Security Personnel**

- Employee Comprehensive Medical/Health Benefit Coverage (Kaiser)
- Employee Optional Vision and Dental Insurance
- Paid Vacation
 - 80 hours annual for each officer (after 2 years of service)
 - 120 hours annual for each officer (after 5 years of service)

- Should incumbent personnel retained by the City be eligible for additional vacation, G4S will direct-bill for vacation in excess of one week at 1.40 times the straight-time pay rate, if the City approves the grandfathering of current earned benefits.
- Paid Sick Time
 - 24 hours annual for each officer
- Life Insurance
- Short Term and Long Term Disability
- 401k Program
- Officer Direct Deposit and Federal Credit Union
- Officer Recognition programs
- 7 Uniform Shirts/5 Pants
- Uniform Maintenance Service
- Holiday Pay (if worked)

Account Management

- Security Post Order Refreshing
- Personnel Recruitment and Interviewing
- Personnel Comprehensive Background Investigation
- 10 Panel Drug Screening for each Officer
- 40 hours of Pre-assignment Training
- 80 hours of On the Job Training
- 183 hours Title 15 Training (within one year of assignment)
- Payroll and Invoicing Administration
- 24 hour Call Center Support
- Payroll Tax and Insurance
- Workers Comp Insurance
- Cross Trained Rover Support (for coverage for vacation or sick call outs)

Future Increases in Rates

G4S respectfully requests consideration of mutually agreed upon annual increases to the security staff labor rates to reward performing and tenured employees. G4S will not mandate a rate increase in its contracts, unless statutory changes in labor laws require such. G4S works mutually with the City on increases to the pay rates for officers based on tenure and good performance.

Any changes to hours, scope of work, qualifications, requirements or equipment for the Service Location designated herein shall be mutually agreed to in writing by both parties and may necessitate a change in fee structure. The rates stated herein shall not apply to any other Customer request and shall be valid only for the Service Location and time period stated herein.

CITY OF MONTEBELLO

**AMENDMENT NO. 1 TO AGREEMENT NO. 3798
WITH G4S SECURE SOLUTIONS (USA), INC.
(ACQUIRED BY ALLIED UNIVERSAL)**

This Amendment No. 1 to the Agreement No. 3798 ("Amendment No. 1"), is made and entered into this _____ 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Allied Universal, which has acquired G4S Secure Solutions ("Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for security services, dated September 1, 2020 ("Agreement"); and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualification, subsequent to a competitive selection process; and

WHEREAS, the City and Contractor desire to amend the Agreement to document the acquisition of G4S Secure Solutions by Allied Universal on April 5, 2021, and to exercise the first of the provided two (2) year term extension set forth in Section 13 of the Agreement; and

WHEREAS, the Contractor has provided updated rate schedules, attached hereto and incorporated into the Agreement by this Amendment; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

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

AMENDMENTS

SECTION 1. The Agreement shall be amended throughout to change the party name of "G4S" name to "Allied Universal."

SECTION 2. Section 13(a) of the Agreement shall be amended as follows:

"The term of this Agreement shall continue in effect until June 30, 2025, ("Expiration Date") unless terminated earlier per the terms herein. Customer may exercise an option to extend the Agreement for one (1) two (2) year term only if (a) written request for an extension is submitted 60 days before the Expiration Date, and (b) written approval is mutually executed by both parties on or before the Expiration Date."

AMENDMENT NO. 1 TO AGREEMENT NO. 3798

Page 2 of 4

SECTION 3. Section 19 of the Agreement for notice to G4S shall be amended as follows:

To Allied Universal:

Richard Dirmandzhyan
General Manager
Allied Universal
535 N Brand Blvd. Suite 101 | Glendale, CA 91203
C: 951-201-2566 | Richard.Dirmandzhyan@aus.com

SECTION 4. The Agreement shall be amended to include the updated rate schedules attached to this Amendment as Exhibit "A".

SECTION 5. Except as expressly modified or supplemented by this Amendment No.1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO.1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3798

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IN WITNESS WHEREOF, the Parties execute this Amendment No.1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Arlene Salazar, Acting City Manager

("CONTRACTOR")

ALLIED UNIVERSAL

Richard Dirmandzhyan an
Richard Dirmandzhyan (Oct 30, 2023 15:24 PDT)

Richard Dirmandzhyan
General Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

AMENDMENT NO. 1 TO AGREEMENT NO. 3798

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**EXHIBIT A
UPDATED RATE SCHEDULES**

EXHIBIT A

Montebello Police Department

Allied Universal Custody Officer Rate Schedule (July 1, 2023 - June 30, 2024)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 34.65	\$ 59.89	\$ 89.84	\$ 10,409.23	\$ 124,910.76
Custody Officers	192	\$ 21.00	\$ 37.80	\$ 56.70	\$ 31,534.27	\$ 378,411.26
	232				\$ 41,943.50	\$ 503,322.02

Grand Totals \$ 41,943.50 \$ 503,322.02

Allied Universal Custody Officer Rate Schedule (July 1, 2024 - June 30, 2025)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 36.38	\$ 62.89	\$ 94.33	\$ 10,929.69	\$ 131,156.29
Custody Officers	192	\$ 22.05	\$ 39.69	\$ 59.54	\$ 33,110.99	\$ 397,331.83
	232				\$ 44,040.68	\$ 528,488.12

Grand Totals \$ 44,040.68 \$ 528,488.12

Amend No. 1 to Agr. 3798 - AUS (formerly G4S) (Final - v3 w Ex A)

Final Audit Report

2023-10-30

Created:	2023-10-30
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvqV5L0mywLzFUpKxMNB4E_smDpMgD_M

"Amend No. 1 to Agr. 3798 - AUS (formerly G4S)(Final - v3 w Ex A)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-10-30 - 9:59:37 PM GMT
-  Document emailed to Richard Dirmandzhyan (richard.dirmandzhyan@aus.com) for signature
2023-10-30 - 10:00:56 PM GMT
-  Email viewed by Richard Dirmandzhyan (richard.dirmandzhyan@aus.com)
2023-10-30 - 10:19:06 PM GMT
-  Document e-signed by Richard Dirmandzhyan (richard.dirmandzhyan@aus.com)
Signature Date: 2023-10-30 - 10:24:46 PM GMT - Time Source: server
-  Agreement completed.
2023-10-30 - 10:24:46 PM GMT



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: AMEND THE FISCAL YEAR 2023-24 BUDGET BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$2,100,000 FOR THE MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE IMPROVEMENT PROJECT

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Amend the Fiscal Year 2023-24 Budget by increasing appropriations in the amount of \$2,100,000 in Account No. 263-30-340-6040.45 (Sewer Infrastructure Improvement, Pubic Works, Sewer Maintenance, Contract Services-Sewer Maintenance) and Account No. 263-99-4025.10 (Sewer Infrastructure Improvement, SWRCB-Sewer Infrastructure Improvement) to fund the Downtown Sewer Infrastructure Improvement Project; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On February 13, 2023, the City Council approved Resolution No. 23-13 (Attachment A) authorizing Staff to apply for grant funding for the Downtown Sewer Infrastructure Improvement Project. The project would replace and install approximately 5,100 linear feet of existing sewer infrastructure in Montebello's downtown area. The request for \$2.1 million in funds for this project has been approved.

The State Water Resources Control Board (SWRCB) is the State operating agency administering the grant funds. The grant award has been approved and all necessary application and acceptance forms have been executed.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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Therefore, it is necessary to appropriate the \$2.1 million in grant funds from the SWRCB. Staff is recommending a budget amendment to the Fiscal Year 2023-24 budget, increasing appropriations by \$2,100,000 in Account No. 263-30-340-6040.45 (Sewer Infrastructure Improvement, Public Works, Sewer Maintenance [Expenditures]) and Account No. 263-99-4025.10 (Sewer Infrastructure Improvement, SWRCB-Sewer Infrastructure Improvement [Revenue]). Staff anticipate this funding will be sufficient to complete the Downtown Sewer Infrastructure Improvement project.

BACKGROUND/DISCUSSION:

On February 13, 2023, City Council approved an application for grant funding for the Downtown Sewer Infrastructure Improvement Project. Prior to this City Council action, in April 2022, the City was contacted by the office of California Assemblymember Christina Garcia, Montebello representative at that time, regarding an opportunity to receive grant funding for a construction project. Staff identified the replacement of deteriorated cement sewers in the downtown area as a much needed and competitive project. A project description and estimate of \$2,100,000 was submitted to the Assemblymember's office as requested. The same project was submitted to Senator Bob Archuleta's office for consideration of joint support.

The project consists of the replacement of 5,100 linear feet of cement sewer in the City's downtown area along Whittier Boulevard between Montebello Boulevard and Rio Hondo, including the alleyways north and south of Whittier Boulevard. Due to the increase in population and development in that area, the sewer in its current state will not be able to handle the capacity. The typical life span for a cement sewer is between 50-75 years, and the pipes in this area are over 80 years old. As cement sewers age, they begin to crack, corrode, and sometimes completely fail. This can happen due to many factors: poor materials, lack of regular maintenance, or the weight of trucks driving on them constantly.

The City recently was notified by the State Water Resources Control Board (SWRCB) that the application for this funding was approved. Subsequently, all necessary applications and related forms have been executed. Therefore, this City Council action will appropriate the \$2.1 million in funds for the sewer project.

ENVIRONMENTAL:

The proposed project is exempt from CEQA pursuant to California State CEQA Guidelines §15282(k) (Other Statutory Exemptions). This exemption allows for installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. The project consists of replacement of 5,100 linear feet of sewer pipeline and, therefore, qualifies for a statutory exemption from CEQA.

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve the amendment to the Fiscal Year 2023-24 budget by increasing appropriations in the amount of \$2,100,000 in Account No. 263-30-340-6040.45 (Sewer Infrastructure Improvement, Public Works, Sewer Maintenance, Contract Services-Sewer Maintenance) and Account No. 263-99-4025.10 (Sewer Infrastructure Improvement, SWRCB-Sewer Infrastructure Improvement). Upon approval of the budget amendment, staff will coordinate the completion of the downtown sewer infrastructure improvement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 23-13

NEXT STEPS:

N/A

RESOLUTION NO. 23-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS

RECITALS

WHEREAS, the State Water Resources Control Board has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Montebello, setting up necessary procedures governing applications; and

WHEREAS, said procedures established by the State Water Resources Control Board require the applicant's Governing Body to certify by resolution the approval of the project application before submission of said applications to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the project.

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

SECTION 1. The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the City of Montebello, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Montebello Downtown Sewer Infrastructure Improvement Project (the "Project").

SECTION 2. The Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

SECTION 3. The Authorized Representative, or his/her designee, is designated to represent the City of Montebello in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 8TH DAY OF FEBRUARY 2023.

David N. Torres, Mayor

RESOLUTION NO. 23-13

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-13 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 8th day of February 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 17

**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: **APPROVE RECEIPT OF SUBWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES) FOR FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AND APPROPRIATE GRANT FUNDING**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve receipt of \$2,211,745 in grant funding awarded to the City by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program as a Subaward from the California Office of Emergency Services (Cal-OES); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$2,211,745 in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]) and Account No. 262-99-4198.15 (Cal-OES EOC, Cal-EOS [Revenue]); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The California Office of Emergency Services (Cal-OES) Fiscal Year 2023 Emergency Operations Center Grant Program approved a subaward to the Montebello Fire Department in the amount of \$2,211,745 for the Public Safety Critical Communications Upgrade Project (Attachment A). The City of Montebello is one of five subrecipients of funding from the Federal Emergency Management Agency (FEMA) that was appropriated to Cal-OES. The Fiscal Year 2023-24 budget will be amended by increasing appropriations by \$2,711,745 in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]) and Account No. 262-99-4198.15

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(Cal-OES EOC, Cal-EOS [Revenue]).

BACKGROUND/DISCUSSION:

In December 2022, Congresswoman Linda T. Sanchez voted to pass a government spending package that secured funding for community projects in her Congressional District. Congress appropriated funds to nineteen federal agencies for specific Community Project Funding/Congressionally Directed Spending provisions included in the Consolidated Appropriations Act, 2023. The FY 2023 EOC Grant Program will provide \$89,140,285 for equipping, upgrading, or constructing the EOC projects included in Appendix A of the Notice of Funding Opportunity (Attachment B) to communities throughout the United States. Eligible EOC projects were identified in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023. The Federal Emergency Management Agency (FEMA) released the FY 2023 EOC Grant Program Notice of Funding Opportunity (NOFO) on March 1, 2023. The California Office of Emergency Services (Cal-OES) is the recipient of the FEMA Fiscal Year 2023 Emergency Operations Center Program award and the City of Montebello is one of five California agencies approved as a subrecipient.

The Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable Emergency Operations Centers (EOCs) with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure coordination and unity of effort among multiple emergency management organizations across multiple jurisdictions during major disasters or emergencies.

The City of Montebello has submitted various reports to secure funding including a formal investment justification (IJ) that addressed the proposed EOC project identified for federal funding support. The most recent report required Environmental Planning and Historic (EHP) review, which resulted in the notification of the subrecipient subaward approval (Attachment A) in the amount of \$2,211,745. All activities funded with this subaward must be completed within the performance period of June 1, 2023, to February 28, 2026.

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:

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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The Fire Department's Communication Division supports Montebello, Whittier, Santa Fe Springs, South Gate, Vernon, Monterey Park, El Monte, Bell Gardens, Bell, and other cities via a 12-channel trunked system spread over multiple communication sites. The proposed communications upgrade project will complete an essential migration of the system from APCO P-25 Phase 1 to P-25 Phase 2 to attain needed capacity and upgrade critical components.

Communication interoperability has been a consistent challenge, along with issues concerning spectrum availability and infrastructure. Radio systems currently used by public safety agencies are severely crowded, lack interoperability and have less than optimal transmission and reception quality. The failure of an emergency radio transmission to get through can literally mean the difference between life and death. The proposed communications upgrade will mitigate these issues and equip first responders to better serve the public.

SUMMARY:

Staff is recommending approving receipt of \$2,211,745 in grant funding awarded to the City by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program as a Subaward from the California Office of Emergency Services (Cal-OES) and amend the Fiscal Year 2023-24 budget by increasing appropriations by \$2,211,745 in Account No. 262-85-863-6040.10 (Cal-OES EOC, Fire, Cal-OES, Other Contract Services [Expenditures]) and Account No. 262-99-4198.15 (Cal-OES EOC, Cal-EOS [Revenue]).

ATTACHMENT(S)

1. ATTACHMENT A - Cal OES Subaward Letter
2. ATTACHMENT B - The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Operations Center Grant

NEXT STEPS:

N/A

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR



September 29, 2023

Arlene Salazar
Assistant City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, Ca 90640

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL
Fiscal Year (FY) 2023 Emergency Operations Center (EOC) Grant Program
Subaward #2023-0001, Cal OES ID#037-48816
Subaward Performance Period: June 1, 2023 to February 28, 2026

Dear Ms. Salazar:

We are pleased to announce the approval of your FY 2023 EOC Grant Program subaward in the amount of \$2,211,745. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a financial hold, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), and the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation (EHP) review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Arlene Salazar
September 29, 2023
Page 2 of 2

Your subaward includes work that triggers an EHP compliance review. A funding hold has been placed on your subaward, and you are prohibited from obligating, expending, or drawing down \$200,000 of the construction portion of your project until completion of the EHP review.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

Nancy Ward

Nancy Ward
Director

A handwritten signature in blue ink, appearing to read 'Arlene Salazar', written over a horizontal line.

Arlene Salazar
City of Montebello

10.23.23

Date

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Emergency Operations Center
Grant Program

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using SAM.gov can be found at <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at <https://www.grants.gov/web/grants/register.html>.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov:

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate

2. Assistance Listings Number

97.052

3. Assistance Listings Title

Emergency Operations Center (EOC) Grant Program

4. Funding Opportunity Title

Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program

5. Funding Opportunity Number

FY 2023 EOC Grant Program	NOFO Number
Region 1	DHS-23-GPD-052-001-01
Region 2	DHS-23-GPD-052-002-01
Region 3	DHS-23-GPD-052-003-01
Region 4	DHS-23-GPD-052-004-01
Region 5	DHS-23-GPD-052-005-01
Region 6	DHS-23-GPD-052-006-01
Region 7	DHS-23-GPD-052-007-01
Region 8	DHS-23-GPD-052-008-01
Region 9	DHS-23-GPD-052-009-01
Region 10	DHS-23-GPD-052-010-01

6. Authorizing Authority for Program

Section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5196c) as amended by section 202 of the Implementing Recommendations of the 9/11 Commission Act of 2007

7. Appropriation Authority for Program

Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

FY 2023 EOCGP NOFO

10. Program Overview, Objectives, and Priorities

a. Overview

The fiscal year (FY) 2023 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure coordination and unity of effort among multiple emergency management organizations and across multiple jurisdictions during major disasters or emergencies caused by any hazard. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the EOC Grant Program supports the goal to Strengthen National Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines three bold, ambitious goals in order to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The EOC Grant Program supports Goal 3: Promote and Sustain a Ready FEMA and a Prepared Nation.

The FY 2023 EOC Grant Program will provide \$89,140,285 for equipping, upgrading, or constructing the EOC projects included in Appendix A of this NOFO. Per the National Fire Protection Association, an EOC is defined as a “facility or capability from which direction and control is exercised in an emergency. This type of center or capability is designated to ensure that the capacity exists for leadership to direct and control operations from a centralized facility or capability in the event of an emergency.” “Construction,” as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while “upgrading” refers only to internal improvements to an existing facility. ***State Administrative Agencies (SAAs) are the only entities eligible to apply for FY 2023 EOC Grant Program funding.*** Such applications will be submitted on behalf of the state and local governments (subrecipients) identified to receive funding as outlined in Appendix A of this NOFO. See [Section C](#) of this notice for additional program eligibility information and [Section D](#) for detailed application instructions.

b. Objectives

The objective of the FY 2023 EOC Grant Program is to improve EOC operations through funding the EOC projects included in Appendix A of this NOFO. These projects fund equipping, upgrading, and/or construction of EOCs to provide fully capable facilities to support command, control, and coordination of multi-agency responses to major disasters or emergencies.

c. Priorities

The priorities of the FY 2023 EOC Grant Program are to fund equipping, upgrading, and/or construction of the emergency operations center projects identified in **Appendix A** of this NOFO.

11. Performance Measures

Performance metrics for this program are as follows:

- Percentage of funded projects that result in fully operational emergency operations centers
- Percentage of funded projects that provide an enhanced level of EOC services and capabilities

FEMA will calculate and analyze the above metrics through a review of recipient Performance Progress Reports and award monitoring to ensure that the funds are expended for their intended purpose and achieve the stated outcomes in the grant application.

B. Federal Award Information

1. Available Funding for the NOFO: **\$89,140,285**
2. Period of Performance: **36 Months**

Extensions to the period of performance are allowed. Additional information on period of performance extensions, please refer to Section H of this NOFO.

FEMA awards under most programs, including this program, only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

3. Projected Period of Performance Start Date(s): **No later than 06/01/2023**
4. Projected Period of Performance End Date(s): **No later than 05/31/2026**
5. Funding Instrument Type: **Grant**

C. Eligibility Information

1. **Eligible Applicants**

Only State Administrative Agencies (SAAs) (on behalf of state and local units of government) with identified projects in **Appendix A** of this NOFO are eligible to apply.

2. **Applicant Eligibility Criteria**

Eligible EOC projects were identified in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023. Those EOC projects are identified in **Appendix A** of this NOFO.

3. **Other Eligibility Criteria/Restrictions**

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA’s website at [NIMS Implementation and Training | FEMA.gov](https://www.fema.gov/nims-implementation-and-training).

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA’s website at [NIMS Components - Guidance and Tools | FEMA.gov](#).

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools that Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state (including territorial), local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available on FEMA’s website at [National Incident Management System | FEMA.gov](#).

4. Cost Share or Match

The FY 2023 EOC Grant Program has a cost share requirement. All award recipients must provide a non-federal entity contribution supporting 25% of the total project costs (federal amount plus cost share amount). The non-federal entity contribution can be cash (hard match) or third-party in-kind (soft match), with the exception of construction activities, which must be a cash (hard) match. In-kind contributions are defined as third-party contributions per 2 C.F.R. § 200.306. The required cost share amount, by project, is included in the project funding table in Appendix A.

All applicants are required to commit to the cost share requirement **for each activity under each project** at the time of application. The non-federal contribution should be specifically identified for each proposed activity. The non-federal contribution, whether cash or third-party in-kind match, must consist of eligible costs (i.e., same allowability as the federal share).

D. Application and Submission Information

1. Key Dates and Times

- | | |
|--|---------------------------------|
| a. <i>Application Start Date:</i> | 03/01/2023 |
| b. <i>Application Submission Deadline:</i> | 04/14/2023 at 5:00 PM ET |

All applications **must** be received by the established deadline. **Prior to application submission, SAAs must coordinate with applicable subrecipients identified in Appendix A to collect the information required for completion of the State’s application and may impose separate deadlines to ensure timely application submission.**

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your FEMA Regional EOC Grant Program Manager. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Anticipated Award Date:* **06/30/2023**

d. *Other Key Dates*

The suggested deadlines outlined in the table below apply only to the SAA as the eligible applicant. As noted in Section D.1.b. above, SAAs may impose separate deadlines on the subrecipients identified in Appendix A to ensure timely collection of the information required for application submission.

Event	Suggested Deadline for Completion
Initial registration in SAM.gov includes UEI issuance	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Registering in ND Grants	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting application in Grants.gov	Three days before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Initial applications are processed through the [Grants.gov](https://www.grants.gov) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to [Home | Grants.gov](https://www.grants.gov).

Hard copies of the NOFO can be downloaded at [Grants.gov](https://www.grants.gov) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:

- 1) Be registered in Sam.Gov before application submission;
- 2) Provide a valid Unique Entity Identifier (UEI) in its application; and
- 3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and can take four weeks or more to complete. Applicants are encouraged to register early to ensure they meet the required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Create a Grants.gov account;
- f. Add a profile to a Grants.gov account;
- g. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
- h. Register in ND Grants
- i. Submit an initial application in Grants.gov;
- j. Submit the final application in ND Grants, including electronically signing applicable forms; and**
- k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify an UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

7. How to Register to Apply through Grants.gov

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

Organizations must also have a Grants.gov account to apply for an award under this program. Creating a Grants.gov account can be completed online in minutes, but UEI and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines. Complete organization instructions can be found on Grants.gov here: [Organization Registration | Grants.gov](#).

If individual applicants are eligible to apply for this grant funding opportunity, refer to [Applicant Registration | Grants.gov](#).

b. *Obtain an UEI Number:*

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [SAM.gov](#).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: [Apply for an Employer Identification Number \(EIN\) Online | Internal Revenue Service \(irs.gov\)](#).

d. *Create a login.gov account:*

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: [Create your account - Login.gov](#).

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to [SAM.gov | Home](#).

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to [Step 2: Register with SAM | Grants.gov](#).

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at [GDIT TSS Service Portal - GDIT Technology Shared Services Portal \(fsd.gov\)](#) or call toll free (866) 606-8220.

f. *Create a Grants.gov Account:*

The next step in the registration process is to create an account with Grants.gov. If applicable, applicants must know their organization's UEI number to complete this process.

For more information, follow the on-screen instructions or refer to: [Applicant Registration | Grants.gov](#).

See also Section D.9 in this NOFO, "Submitting the Final Application in ND Grants," for instructions on how to register early in ND Grants.

g. *Add a Profile to a Grants.gov Account:*

A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, if applicable, enter the UEI number for the organization in the UEI field while adding a profile.

For more detailed instructions about creating a profile on Grants.gov, refer to: [Add Profile | Grants.gov](#).

h. *EBiz POC Authorized Profile Roles:*

After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the Authorized Organization Representative (AOR) role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

For more detailed instructions about creating a profile on Grants.gov, refer to [EBiz POC Authorizes Profile Roles | Grants.gov](#).

i. *Track Role Status:*

To track your role request, refer to [Track Profile Role Status | Grants.gov](#).

j. *Electronic Signature:*

When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR; **this step is often missed, and it is crucial for valid and timely submissions.**

8. *How to Submit an Initial Application to FEMA via Grants.gov*

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different

web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance; and
- Grants.gov Lobbying Form, Certification Regarding Lobbying.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using Workspace, refer to [Workspace Overview | Grants.gov](#).

a. *Create a Workspace:*

Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

b. *Complete a Workspace:*

Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

c. *Adobe Reader:*

If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at [Adobe Software Compatibility | Grants.gov](#).

d. *Mandatory Fields in Forms:*

In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

e. *Complete SF-424 Fields First:*

The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and UEI number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

f. *Submit a Workspace:*

An application may be submitted through workspace by clicking the “Sign and Submit” button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

g. *Track a Workspace:*

After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

h. *Additional Training and Applicant Support:*

For additional training resources, including video tutorials, refer to: [Applicant Training | Grants.gov](#).

Grants.gov provides applicants 24/7 (except federal holidays) support via the toll-free number (800) 518-4726, email at support@grants.gov and the website at [Support | Grants.gov](#). For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

9. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. For step-by-step directions on using the ND Grants system and other guides, please see [Non-Disaster Grants Management System | FEMA.gov](#).

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

10. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

11. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at [SF-424 Family | Grants.gov](#).

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an

indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in ND Grants:

- As part of the FY 2023 EOC Grant Program application process, applicants must develop a formal Investment Justification (IJ) that addresses the construction, upgrading, or equipping activities and costs. FEMA has developed an Excel-based template that establishes the required IJ content and helps ensure that submissions are organized in a consistent manner while addressing key data requirements. Use of the template is not mandatory but recommended to ensure all appropriate information is submitted. If applicants choose to not use the template, they must ensure their application submission includes all fields and data elements that are included in the template. All applications must use the following file naming convention when submitting required documents as part of the FY 2023 EOC Grant Program: “FY 2023 EOC <State Abbreviation> - <EOC Name>.”

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See [Executive Orders | National Archives; Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in this NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award, with the exception of approved pre-award costs (see Section 13.b [Pre-award Costs](#)). Also see 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance). For the EOC Grant Program, the budget period is the same as the period of performance.

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#), or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” *See* 2 C.F.R. § 200.471.

b. Pre-award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and if they are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the AOR. The request letter must include:

- an explanation of the pre-award costs incurred, including a justification for why the costs should be deemed allowable; and

- an itemized budget break-out that details all claimed pre-award costs, including dates incurred, to clearly distinguish them from post-award costs.

Recipients and subrecipients are cautioned that an Environmental Planning and Historic Preservation (EHP) review is required for all federally funded projects. Most EOCGP-funded projects that involve construction activities (including site prep and any ground disturbance activities) or modifications to existing buildings will require a full EHP review. Furthermore, the EHP review process usually must be completed before the project may begin. In some limited circumstances FEMA can conduct an after-the-fact (ATF) EHP review, which would retroactively provide approval for EHP-related activities and would allow grant funds to pay for pre-award costs for these activities. However, an ATF review may find EHP compliance issues that cannot be remedied because construction or installation had already begun. Such situations may compel FEMA to decline to provide pre-award costs, and even revoke federal funding for those portions of the project that fail to meet the EHP compliance requirements. See Section F.3.c of this NOFO for additional EHP guidance.

c. *Management and Administration (M&A) Costs*

M&A costs are allowed for activities directly related to the management and administration of the award, such as financial management, reporting, and program and financial monitoring. Some examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the grant award, travel costs for M&A staff to attend conferences or training related to the grant program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular Federal award; 2) identifiable and unique to each Federal award; 3) charged based on the activity performed for that particular Federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable.

State recipients may use *up to* 4.8336663% of the total award amount (the federal share) of each subaward project for their M&A. This figure is based on the total dollar amount (\$15,960,933) appropriated by Congress to support M&A costs for state recipients under both the FY 2023 EOC and Pre-Disaster Mitigation Grant Programs. This 4.8336663% figure **excludes** the amount of any required non-federal match and is not subject to any kind of non-federal cost-share. Any funds retained must be used solely for M&A purposes associated with the EOCGP award. Per the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023, the Recipients' M&A funding is *not* part of the subaward project award funding. The Joint Explanatory Statement also notes that State recipients may use other eligible funds for M&A.

Subrecipients may use *up to* 5% of the funding passed through by the state solely for M&A purposes associated with the EOCGP award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Regional Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Regional Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable. See [Section H.12](#) of this NOFO for additional information on the procedures for establishing an indirect cost rate.

f. *Other Direct Costs*

I. *Planning*

Planning costs to support the EOC construction or upgrading activities are allowable. These planning activities include the following:

- i. Developing plans, protocols, or procedures for the operation and use related to new capabilities as a result of the construction or upgrading activities;
- ii. Conducting physical and cyber security assessments;
- iii. Ensuring EOC continuity of operations; and
- iv. Analyzing constructed or renovated space to support the design and implementation of protection systems (e.g., fire protection and suppression, atmospheric filtration, explosives mitigation).

II. *Equipment*

Only equipment integral to EOC construction and upgrading activities is allowable. The allowable equipment categories for the FY 2023 EOC Grant Program are listed on the [Authorized Equipment List \(AEL\)](#). Although an item may be included within an allowable category on the list, the equipment must also directly support the function and operation of the EOC to be considered allowable.

The select allowable equipment includes equipment from the following AEL categories:

- Explosive Device Mitigation and Remediation (Category 2)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)

- Other Authorized Equipment (Category 21)

If applicants have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their FEMA Regional EOC Grant Program Manager through the Centralized Scheduling and Information Desk (CSID) at (800) 368-6498 or AskCSID@dhs.gov Monday through Friday, 9 a.m. – 5 p.m. ET, for clarification.

FEMA will consider requests to purchase equipment that is not listed in the AEL on a case-by-case basis. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA’s review and approval of such requests will involve both the FEMA regional office and headquarters program staff to ensure nationwide consistency in the decision-making process and to support any necessary updates to the AEL.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technological advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and [FEMA Policy #405-143-1](#), or successor policy, regarding prohibitions on covered telecommunications equipment or services.

Recipients and sub-recipients that are using FY 2023 EOC Grant Program funds to support emergency communications activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at [Funding Resources | CISA](#).

Recipients and sub-recipients are required to provide the AEL number for all communications equipment purchased with grant award funding (plus a description of the equipment and the quantity purchased of each item) to the FEMA GPD once items are procured as part of periodic programmatic grant reporting.

III. *Construction and Upgrading*

“Construction,” as defined in this program, refers to building a new facility or any changes to the footprint of an existing facility, while “upgrading” refers to internal improvements to an existing facility. For EOC projects that involve construction or upgrading of multipurpose facilities, such as public safety facilities, police/fire stations, etc., EOCGP funding may only be used for those parts of the facility that are directly associated with the EOC. For new facility construction, the use of EOCGP funds should be limited to the proportionate facility construction cost, generally based on the square footage (floor space) of the EOC compared to the square footage of the entire facility.

All proposed construction and upgrading activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these

requirements may jeopardize Federal funding. See Section F.3.c of this NOFO for more information.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Applications will be reviewed to ensure completeness, adherence to programmatic guidelines, and cost allowability.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability;
- ii. Quality of management systems and ability to meet management standards;
- iii. History of performance in managing federal award;
- iv. Reports and findings from audits; and
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

Applications will be reviewed to ensure compliance with administrative application requirements, and that all proposed activities and budget line-items are allowable under this program.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at [Non-Disaster Grants Management System | FEMA.gov](https://www.fema.gov/non-disaster-grants-management-system) along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

2. Pass-Through Requirements

The SAA must pass-through 100% of funding to the subrecipients identified in **Appendix A** of this NOFO. Separate funding has been set aside for Recipient M&A costs. See Section D.13.c for more information.

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](https://www.dhs.gov/standard-terms-conditions).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at [External Civil Rights Division | FEMA.gov](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](#).

All GPD actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 CFR § 9.11(d)(6)). All GPD-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All GPD-funded critical actions in 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See [Executive Order \(EO\) 11988, Floodplain Management](#), as amended by [EO 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at: [FEMA Form](#). Additionally, all recipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).

d. *National Incident Management System (NIMS) Implementation*

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state,

local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at [NIMS Implementation and Training | FEMA.gov](#).

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at [NIMS Components - Guidance and Tools | FEMA.gov](#).

FEMA developed the [National Incident Management System Guideline for the National Qualification System](#) to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at [National Incident Management System | FEMA.gov](#).

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at [Post-Award Reporting Forms | Grants.gov](#).

Recipients must file the FFR electronically using the Payment and Reporting Systems ([PARS](#)).

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. Programmatic Performance Reporting Requirements

I. PERFORMANCE PROGRESS REPORT (PPR)

Recipients are responsible for providing updated performance reports on a biannual basis as an attachment in ND Grants. The PPR must include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

c. Program Performance Reporting Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

Reporting Period	Report Due Date
January 1 – June 30	July 30
July 1 – December 31	January 30

d. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit:

- i. The final request for payment, if applicable;
- ii. The final FFR (SF-425);
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance;
- iv. A qualitative narrative summary of the impact of those accomplishments throughout the entire POP; and
- v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

e. *Additional Reporting Requirements*

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at [Yellow Book | U.S. GAO](#), and the requirements of Subpart F of 2 C.F.R. Part 200, located at [eCFR :: 2 CFR Part 200 Subpart F -- Audit Requirements](#).

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide

any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has region-specific Preparedness Officers. If you do not know your Preparedness Officer, please contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for the EOC Grant Program. The Regions also provide technical assistance to EOC Grant Program recipients.

FEMA Regional Office contact information is available at [Regions, States and Territories | FEMA.gov](https://www.fema.gov/Regions/StatesandTerritories).

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *Grants.gov*

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. *Non-Disaster (ND) Grants*

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at [Non-Disaster Grants Management System | FEMA.gov](https://www.fema.gov/non-disaster-grants-management-system).

c. *Payment and Reporting System (PARS)*

FEMA uses the [Payment and Reporting System \(PARS\)](https://www.fema.gov/payment-reporting-system) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. For questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

3. Period of Performance Extensions

Extensions to the period of performance for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient’s FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;

- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 120 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.

- Ensure shelter-specific grant funds are in alignment with FEMA’s [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Regional EOC Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity’s conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of their immediate family and/or their partner has a close personal relationship, a business relationship, or a

professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA’s Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: [Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov](#).

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients’ procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More

information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;

- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

1. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from

a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at [Programs for State and Local Governments | GSA](#) and [State and Local Governments | GSA](#).

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities.
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327.
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see

[Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [Build America, Buy America Act Frequently Asked Questions \(FAQs\) | FEMA.gov](#). Additional information is found in [Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001](#).

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. *Definitions*

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#) relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and

bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).

- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. *Actions to Address Noncompliance*

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention;
- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. §

200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F.4.e of this NOFO.

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. For additional information, refer to [PARS Security \(fema.gov\)](https://fema.gov/parsec).

12. Procedures for Establishing Indirect Cost Rates

The requirements and procedures for establishing indirect cost rates are the same for all the preparedness programs outlined in the FY 2023 [Preparedness Grants Manual](#). The process for establishing the indirect cost rate varies based on the type of entity and the amount of funding they receive:

- If the entity is a non-governmental entity, and is a subrecipient, indirect cost rate procedures are outlined in 2 CFR 200.332(a)(4). These types of entities may either use the de minimis rate or negotiate a rate with the pass-through entity.
- If the subrecipient is a state or local governmental entity, indirect cost rate procedures are established in 2 CFR 200, Appendix VII.
 - Per Paragraph D.1.b. of Appendix VII, state or local governmental entities receiving grant funds must develop an indirect cost rate proposal.
 - If the state or local entity receives more than \$35 million in grant funding, the proposal must be approved by the cognizant agency.
 - If a state or local entity receives \$35 million or less in grant funding, they have to develop an indirect cost rate proposal, but that indirect cost rate proposal does *not* need to be approved by the cognizant agency.
- If a state or local governmental entity wants to use the de minimis rate (instead of developing an indirect cost rate proposal), they can request a case-by-case exception from FEMA (per 2 CFR 200.102(b)).

13. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;

- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial, and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents; and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

Appendix A: FY 2023 EOC Grant Program Projects

Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
AK	Municipality of Anchorage	Emergency Operations Center Roof Replacement	\$500,000	\$166,667	\$500,000	\$625,000	\$24,168	\$25,000
AZ	Coconino County	Coconino County Emergency Management Enhancements	\$1,184,000	\$394,667	\$1,184,000	\$1,480,000	\$57,231	\$59,200
CA	City of Burbank	Burbank New Emergency Operations Center	\$1,235,750	\$411,917	\$7,918,995	\$9,898,745	\$382,778	\$61,788
	City of Commerce	City of Commerce - Public Safety Building/Sheriff's Substation (EOC)	\$1,482,900	\$494,300				\$74,145
	County of Lake	Lakeport Armory Facility Repurposing Project	\$988,600	\$329,533				\$49,430
	Phelan Pinon Hills Community Services District	PPHCSD Civic Center & Community Emergency Operations Center	\$2,000,000	\$666,667				\$100,000
	City of Montebello	Public Safety Critical Communications Upgrade Project	\$2,211,745	\$737,248				\$110,587
CO	Chaffee County Government	Chaffee County North End Public Safety Complex	\$1,000,000	\$333,333	\$2,308,000	\$2,885,000	\$111,561	\$50,000
	Jefferson County Sheriff's Office	Jefferson County Emergency Operations Center Relocation	\$480,000	\$160,000				\$24,000
	City of Monte Vista	Monte Vista Emergency Disaster Resources	\$828,000	\$276,000				\$41,400
CT	CT Dept of Emergency Services and Public Protection	Connecticut Department of Emergency Services & Public Protection State Interagency Coordination Center	\$656,000	\$218,667	\$6,059,850	\$7,574,813	\$292,913	\$32,800

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Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
	Town of Middlefield	Emergency Operation Center Grant: Town of Middlefield, CT	\$2,224,350	\$741,450				\$111,218
	Town of Madison	Madison CT Emergency Operations Center	\$2,471,500	\$823,833				\$123,575
	Town of Old Lyme	Old Lyme Emergency Operations Center	\$708,000	\$236,000				\$35,400
FL	Martin County	Emergency Operations Center Resiliency	\$750,000	\$250,000	\$6,578,175	\$8,222,719	\$317,967	\$37,500
	Hardee County, Florida	Funding for Hardee County Emergency Operation Center	\$481,391	\$160,464				\$24,070
	Suwannee County Board of County Commissioners	Suwannee County EOC Construction	\$2,346,784	\$782,261				\$117,339
	Wakulla County Board of Commissioners	Wakulla County Emergency Operations Center	\$3,000,000	\$1,000,000				\$150,000
GA	City of Atlanta	Atlanta Emergency Operations Center	\$248,000	\$82,667	\$2,688,167	\$3,360,209	\$129,937	\$12,400
	Chatham County Board of Commissioners	Chatham County Emergency Operations Center	\$1,200,000	\$400,000				\$60,000
	City of East Point	East Point Emergency Operations Center	\$1,079,000	\$359,667				\$53,950
	Miller County Government	Emergency Operations Center Communications Upgrade	\$161,167	\$53,722				\$8,058
HI	County of Maui	Maui Emergency Operations Center	\$1,400,000	\$466,667	\$1,400,000	\$1,750,000	\$67,671	\$70,000
IA	Buchanan County Emergency Management	Buchanan County Emergency Operations Center	\$208,000	\$69,333	\$208,000	\$260,000	\$10,054	\$10,400

Appendix A: FY 2023 EOC Grant Program Projects

Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
IL	City of Rockford	City of Rockford Emergency Operations Center	\$1,000,000	\$333,333	\$1,000,000	\$1,250,000	\$48,337	\$50,000
LA	Desoto Parish	Louisiana Sheriff's Task Force Emergency Operations Center	\$375,000	\$125,000	\$8,132,000	\$10,165,000	\$393,074	\$18,750
	City of New Orleans Emergency Operations Center	New Orleans Office of Emergency Preparedness	\$4,757,000	\$1,585,667				\$237,850
	Vermilion Parish	Vermilion Safe Room	\$3,000,000	\$1,000,000				\$150,000
MA	Massachusetts Emergency Management Agency	Massachusetts Emergency Management Agency EOC Funding	\$2,700,000	\$900,000	\$2,700,000	\$3,375,000	\$130,509	\$135,000
MD	Allegany County	Allegany County Department of Emergency Services Emergency Operations Center Upgrade	\$41,000	\$13,667	\$6,211,476	\$7,764,345	\$300,242	\$2,050
	St. Mary's County Government	Emergency Communications Center Expansion	\$1,537,000	\$512,333				\$76,850
	Anne Arundel County	Emergency Operations Center	\$2,471,500	\$823,833				\$123,575
	Frederick County Government	Emergency Operations Center	\$869,968	\$289,989				\$43,498
	Garrett County	Garrett County Emergency Communications 9-1-1	\$698,848	\$232,949				\$34,942
	Prince George's County, Maryland	Prince George's County Emergency Operations Center	\$593,160	\$197,720				\$29,658
ME	Hancock County Emergency Management Agency	Hancock County Emergency Operations Center	\$1,500,000	\$500,000	\$1,500,000	\$1,875,000	\$72,505	\$75,000

Appendix A: FY 2023 EOC Grant Program Projects

Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
MI	Charter Township of Bloomfield	Bloomfield Township Emergency Operation Center	\$181,266	\$60,422	\$181,266	\$226,583	\$8,762	\$9,063
MS	Lafayette County Emergency Management Agency	Lafayette County Emergency Operations Center	\$3,000,000	\$1,000,000	\$5,900,000	\$7,375,000	\$285,186	\$150,000
	Pearl River County	Pearl River County Multipurpose and Emergency Operations Center	\$2,900,000	\$966,667				\$145,000
NH	Manchester Fire Department	City of Manchester Emergency Operations Center Renovations	\$338,000	\$112,667	\$1,396,791	\$1,745,989	\$67,516	\$16,900
	Walpole Fire District	Walpole Fire and EMS Emergency Operations Center Project	\$1,058,791	\$352,930				\$52,940
NJ	Borough of Carteret	Carteret OEM Building Renovation and Expansion Project	\$1,000,000	\$333,333	\$1,370,725	\$1,713,407	\$66,256	\$50,000
	South Plainfield Police Department	South Plainfield Emergency Operations Center Modernization	\$370,725	\$123,575				\$18,536
NM	New Mexico Department of Homeland Security and Emergency Management	State of New Mexico Emergency Operations Center	\$617,000	\$205,667	\$617,000	\$771,250	\$29,824	\$30,850
NY	Village of Kiryas Joel	Kiryas Joel Emergency Operations Center Project	\$825,000	\$275,000	\$4,001,813	\$5,002,267	\$193,434	\$41,250
	Livingston County	Livingston County Emergency Operations Center Resilient Microgrid	\$250,000	\$83,333				\$12,500
	New York City Office of Emergency Management	New York Emergency Management Queens Borough Coordination Center	\$926,813	\$308,938				\$46,341

Appendix A: FY 2023 EOC Grant Program Projects

Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
	County of Orleans	Orleans County Emergency Management and Operations Center	\$2,000,000	\$666,667				\$100,000
OR	City of Dallas	City of Dallas Emergency Operations Center	\$83,000	\$27,667	\$780,000	\$975,000	\$37,703	\$4,150
	Grant County Sheriff's Office Emergency Management	Grant County Emergency Operations Center Modernization	\$299,000	\$99,667				\$14,950
	Harney County	Harney County Generator for Continuity of Operations	\$221,000	\$73,667				\$11,050
	Morrow County	Morrow County Primary EOC Generator	\$177,000	\$59,000				\$8,850
PA	Borough of Archbald	Archbald Borough Municipal Complex Project	\$2,965,800	\$988,600	\$3,311,810	\$4,139,763	\$160,082	\$148,290
	Palmer Municipal Fire Department	Palmer Fire Department Emergency Operations Center	\$346,010	\$115,337				\$17,301
RI	Town of Glocester	Glocester Emergency Operations Center	\$1,000,000	\$333,333	\$1,525,000	\$1,906,250	\$73,713	\$50,000
	RI Emergency Management Agency	Rhode Island Emergency Operations Improvements	\$525,000	\$175,000				\$26,250
SC	Calhoun County	Calhoun County Emergency Operations Center	\$1,668,263	\$556,088	\$9,168,263	\$11,460,329	\$443,163	\$83,413
	SC Emergency Management Division	South Carolina Emergency Management Division	\$7,500,000	\$2,500,000				\$375,000
TX	Duval County	Duval County Emergency Operations Center	\$2,965,800	\$988,600	\$3,225,308	\$4,031,635	\$155,901	\$148,290
	City of Stafford	Stafford Emergency Operations Center Update	\$259,508	\$86,503				\$12,975

Appendix A: FY 2023 EOC Grant Program Projects

Recipient (State)	Subrecipient	Project Name	Project Federal Amount	25% Project Cost-Share Amount	Total Recipient Federal Amount	Total Recipient Federal + Cost-Share	Recipient M&A Maximum	Subrecipient M&A Maximum
UT	West Valley City	West Valley City Mobile Emergency Operations Center Project	\$800,000	\$266,667	\$800,000	\$1,000,000	\$38,669	\$40,000
VA	Arlington County	Countywide Incident Command Center (CICC)	\$1,000,000	\$333,333	\$2,482,900	\$3,103,625	\$120,015	\$50,000
	City of Virginia Beach	Emergency Operations Center IT Modernization	\$1,482,900	\$494,300				\$74,145
VT	Town of Rutland	Rutland Town Public Safety Center	\$158,176	\$52,725	\$158,176	\$197,720	\$7,646	\$7,909
WA	City of Bothell	Emergency Coordination Center - North, Backup Power Generator	\$741,450	\$247,150	\$5,643,570	\$7,054,463	\$272,791	\$37,073
	Walla Walla County	Emergency Operations Center Relocation	\$750,000	\$250,000				\$37,500
	Kittitas County	Regional Emergency Management Operations and Search and Rescue Facility	\$1,186,320	\$395,440				\$59,316
	Clallam County	The Clallam County and City of Port Angeles Joint Emergency Services and Public Safety Facility	\$2,965,800	\$988,600				\$148,290
WV	Morgan County Office of Emergency Services	Morgan County Alternative Communications Operations	\$189,000	\$63,000	\$189,000	\$236,250	\$9,136	\$9,450
TOTALS:			\$89,140,285		\$89,140,285		\$4,308,744	



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **CALL FOR MEETING FOR NOVEMBER 22, 2023**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Regular City Council Meeting on November 22, 2023, to begin at 6:00 p.m. for closed session and immediately commence the open meeting at the conclusion of closed session and not wait until 7:00 p.m., or to commence the open meeting at 6:00 p.m. if there are no closed session items; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

On February 22, 2023, the City Council adopted Resolution No. 23-17, which reads in part as follows:

Section 3. Canceled Meetings.

The City Council/Agency regular meetings may, by resolution, be cancelled during the regularly scheduled second meetings of November and December, or any other meetings the council deems appropriate.

This provision does not automatically cancel the second meetings in November or December. Action of the City Council, by Resolution must be taken to cancel the November 22, 2023, Regular City Council Meeting.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 2

By adopting the recommendation in this report, the City Council would be holding a Regular City Council Meeting on November 22, 2023, to begin at 6:00 p.m. for closed session and immediately commence the open meeting at the conclusion of closed session and not wait until 7:00 p.m., or to commence the open meeting at 6:00 p.m. if there are no closed session items.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

City staff recommends that the City Council conduct a Regular City Council meeting on November 22, 2023 as set forth in this report.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 19

**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: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL (RFP No. 24-9) FOR A SOURCE CAPTURE EXHAUST SYSTEM**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize issuance of a Request for Proposals (RFP No. 24-9) for a source capture exhaust system; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuance of this Request for Proposals (RFP No. 24-9) has no fiscal impact. The FEMA Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program was awarded to the Montebello Fire Department in the amount of \$183,848. The grant funds are intended for the installation of diesel exhaust capturing equipment at all three fire stations. City Council approved receipt of the grant on September 28, 2022, however, this grant required a substantial environmental review and approval by FEMA prior to any use of funds. Thereby the delay in the request for authorization. The project will be funded from grant funding expenditure account number 265-85-857-60.0.10 (Grants, Fire, Assistance to Firefighters Grant, Machinery and Equipment). Funding has already been appropriated in the Fiscal Year 2023-24 budget, therefore no budget amendment is needed.

BACKGROUND/DISCUSSION:

The City of Montebello is requesting approval to issue a RFP to solicit proposals from highly qualified companies to provide for the replacement of the source capture

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 2

system(s). The awarded funds were approved for the installation of diesel exhaust capturing equipment at all three fire stations. The project will include the removal and replacement of twenty-year-old, outdated diesel exhaust capturing equipment from the three fire stations as well as the installation of new diesel exhaust capturing equipment. The existing equipment that was installed in 2001 is now at the end of its service life. The health and wellness of fire personnel is of the utmost importance to the Department, leveraging these grant funds will improve ventilation and air quality at the City's fire stations. The project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic (EHP) review. The EHP is now completed, and the city may proceed with the project to replace the existing extraction equipment at Station 55, Station 56 and Station 57 (attachment A).

Additionally, the Fire Department has developed a draft Request For Proposal (RFP No. 24-9), setting clear expectations and a detailed scope of work, to ensure the needs of the City are met. If approved, the notice inviting proposals will be published using Planetbids in December 2023. The due date for all proposals is tentatively scheduled for January 2024 with the selection of a vendor following shortly after. Staff will return to the City Council seeking approval of an award of a contract.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve issuing RFP No.24-9 and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - EHP Review Completion Letter 2021-AFG
2. ATTACHMENT B - RFP 24-9 (Draft)

NEXT STEPS:

N/A

U.S. Department of Homeland Security
FEMA /GPD
400 C Street, Washington D.C. 20472



September 28, 2023

To: Elena Porterfield, Preparedness Officer, GPD

From: Beth McWaters-Bjorkman, EHP Section Chief, GPD

Subject: EHP Review Completion for Montebello, CA

Documentation for the following project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic Preservation (EHP) review.

Project Description: For Station 55, Replace existing exhaust extraction equipment in 1964 portion of station and 1991 addition; installation of new exhaust extraction system in the 2021 addition. For Sta 56 and 57, replace existing exhaust extraction systems.

Grant Recipient: Montebello, CA

Project Location: (1) Sta 55, 600 North Montebello Blvd, Montebello, CA, (2) Sta 56, 1166 South Greenwood Ave, Montebello, CA, (3) Sta 57, 2950 West Via Acosta, Montebello, CA

Grant Number(s): 2021-FG-06070

Case Number: 2021-FG-06070.47329

Grant Program: Assistance to Fire Fighters Grant Program

The materials submitted were reviewed according to the National Environmental Policy Act (NEPA) of 1969, the National Historic Preservation Act (NHPA) and other EHP laws, regulations, and Executive Orders.

After review of the documentation provided, the environmental review is now completed in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Please inform the recipient that because of this determination their project has been approved for EHP compliance, subject to the conditions outlined below. In addition, where subrecipients are involved, I request you remind the recipient of their responsibility to ensure subrecipients comply with these conditions.

Special Conditions: None

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground

EHP Completion Letter

EHP Case Number: 2021-FG-06070.47329

disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is official documentation and must be retained as part of the project record. A copy of this letter will be added to the grant file that includes this project.

If you have further questions please contact GPDEHPinfo@fema.dhs.gov

EHP Completion Letter

EHP Case Number: 2021-FG-06070.47329



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 9

Source Capture Exhaust System

Release Date: Friday, November 11, 2023
Due Date: Thursday, December 14, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

November 11, 2023

THE PROJECT

Source Capture Exhaust System Project

OWNER/PROPOSAL CONTACT

City of Montebello – Fire Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Angelica Palmeros, Deputy Director
Contact Phone: (323) 887-1200
Contact E-Mail: apalmeros@montebellocity.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, November 29, 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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified companies to provide a proposal for installation of a diesel exhaust capturing system at all three fire stations including labor and materials. Services performed in relation to this request must follow the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 24-9. 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 with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, June 14, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, November 29, 2023, at 11:00 a.m. PST.**

Responses to this request for proposals will be evaluated to determine the Consultant 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 replace the existing diesel exhaust capturing system. Currently, the project will include the removal and replacement of more than twenty-year-old, outdated diesel exhaust capturing equipment from the three fire stations as well as the initial installation of diesel exhaust capturing equipment. The existing equipment that was installed in 2001 is now at the end of its service life. The project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic (EHP) review. The EHP is now completed, and the city may proceed with the project to replace the existing extraction equipment at Station 55, Station 56 and Station 57.

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 | Friday, November 11, 2023 |
| • Online Q&A Deadline | Wednesday, TBD , 2023, 11 a.m. PST |
| • Site Visit | TBD |
| • Deadline to Submit Responses | Thursday, TBD, at 11 a.m. PST |
| • City Review of Submissions | Late December/Early January 2024 |
| • Notifications Sent to Vendors | Late January 2024 |
| • Award | Late January/Early February 2024 |

4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to furnish and install plymovent exhaust system outlined in the cities scope of service. It is the City's intent to make an award to one (1) vendor for all aspects of the project. The bidder must thoroughly examine the sites prior to proposal submission and become thoroughly familiar with the work that needs to be completed for each fire station. The Assistance to Firefighters Grants program provided funding for this project. The purpose is to protect the health and safety of the public and first responders. The system should capture 100% of the exhaust emissions.

5.0 Scope of Work/Services

City of Montebello is requesting proposals from qualified vendors capable of replacing the existing system relating to installation, materials, supplies and equipment to be furnished in accordance with these specifications. The following is the general requirements for each station.

Station 55 Main Building, 600 North Montebello Blvd.

Labor and materials to remove an antiquated single drop system and replace it with a dual drop magnetic grab source capture exhaust system specifically designed to connect to any motor vehicle tailpipe while capturing virtually 100% of the exhaust emissions. The system will include a total of three complete magnetic hose drops, one exhaust 7.5 hp fan, wireless components, and installation.

Station 55 Rear Building (Butler), 600 North Montebello Blvd.

Labor and materials to install one single drop and 1 dual drop magnetic grab source capture exhaust system specifically designed to connect to any motor vehicle tailpipe while capturing virtually 100% of the exhaust emissions. The system will include a total of three complete magnetic hose drops, one exhaust fan, wireless components, and installation.

Station 56, 1166 Greenwood Ave.

Labor and materials to replace three Legacy single drop with a new three drop upgraded magnetic grab source capture exhaust system specifically designed to connect to any motor vehicle tailpipe while capturing virtually 100% of the exhaust emissions. The system will include a total of three complete magnetic hose drops, one exhaust fan, wireless components, and installation.

Station 57, 2950 Via Acosta

Labor and materials to replace two Legacy single drop with a new two drop upgraded magnetic grab source capture exhaust system specifically designed to connect to any motor vehicle tailpipe while capturing virtually 100% of the exhaust emissions. The system will include a total of two complete magnetic hose drops, one exhaust fan, wireless components, and installation.

6.0 Proposal submittal

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 any technical difficulties/errors. Proposal responses must include a cost summary, which shall state a "NOT TO EXCEED", "TURNKEY" price and sufficiently detail all costs for the installation and safe operation of the equipment. The detailed cost brake-down shall be utilized to amend the contract's "Not To Exceed" price for additions or deletions.

7.0 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. **Cost Summary** - The evaluation committee will review the cost summary for installation of all equipment.
- 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.
 - a. Thoroughness and understanding of the tasks to be completed.
 - b. Background and experience with similar projects include references.
 - c. Warranty information for parts and labor for the warranty period not less than (1) year,

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can

be sent to:

Mail:

Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:

msolorza@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.

9.0 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.

10.0 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.

11.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition

- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

12.0 Non-Commitment of City

While the City intends to select a 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.

13.0 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.

14.0 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.

15.0 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.

16.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

17.0 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.

18.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking

- necessary detail and specificity.
- ii. The 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.



ITEM # 20

**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: APPROVE A REVENUE SHARING AGREEMENT No. 4161 BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT FOR THE MONTEBELLO FIRE DEPARTMENT EDUCATIONAL AND TRAINING PROGRAMS

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize the Acting City Manager to execute a Revenue Sharing Agreement No. 4161 between the City of Montebello and the Los Angeles Community College District (LACCD) for the Montebello Fire Department Educational and Training Programs; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City will be entering into an agreement with the Los Angeles Community College District (LACCD) for the Montebello Fire Department Educational and Training Programs to provide mandated and ongoing educational and training programs to fire personnel to ensure appropriate certifications are maintained. Both Agreements (Attachment A and B) have been reviewed by the City Attorney's Office and approved.

The agreement states "the District will pay the City based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided hereunder, the District shall pay the City \$4.25 per student instructional hour that is eligible for State general apportionment." The agreement further states payments by the District to the City "will be made on February 15 of each year based on the number of courses taught during the proceeding six-month period," with a final payment "made approximately 45

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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days after receipt of funds from the State."

At this point, it is estimated that the annual amount of revenue to be received under the terms of this agreement could be \$40,000 (based on approximately 10,000 billable hours in a twelve month period x \$4.25/instructional hour). All funds received under this agreement will be recorded in the General Fund, and will be tracked to ensure the City is receiving the agreed upon amount of revenue per the terms of the agreement (Attachment A). Staff will monitor this source of revenue and include updated estimates with future quarterly budget reports. In addition, this source of revenue will be programmed with future budget (i.e., Fiscal Year 2024-25 and beyond).

BACKGROUND/DISCUSSION:

The Fire Department established a mandated training program in 2000 that ensures compliance, record keeping, and tracking that is available for auditing. As the training expectations and standards were established and updated, the Department implemented new technology, an online web-based program to establish a training program structure that would allow for record-keeping accuracy. In 2009, the Department established the program known as Vector Solutions for accountability, tracking, and record keeping. The use of this training platform ensured training courses, activities, and files were kept organized and readily available in the event of any state or local audit. This system also supported the tracking and management of fire personnel training and certification records, in order to have information available in the event of audits by the Insurance Services Office (ISO), Federal Emergency Management Agency (FEMA), and the California State Fire Marshal.

Since 2009, the Fire Department had an agreement with Santa Ana College for its mandated training and revenue-sharing. The Fire Department recently evaluated its training programs and software platforms' efficiency and efficacy. After conducting this assessment, the Department identified Advance Problem Solving (APS), which is a robust integrated system for tracking training, tools, equipment, apparatus, grants, and other necessary areas. As part of these assessment changes it was identified that the Fire Department was in the East Los Angeles Community College (ELACC) catchment area for training. The Department's training program has been led by a Battalion Chief or Captain who is certified.

The City of Montebello Fire Department is continuing its successful partnership with local community colleges to enhance its training programs. The Department is required to focus on the following Training Areas:

Fire	All fire-related training hours, and all safety meeting hours
Medical	All paramedic and Emergency Medical Training (EMT continuing education hours
Rescue	All rescue-related training hours, auto extrication, Urban Search and Rescue (U&R) etc.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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Other	All hours for Equipment Checks and Physical Fitness
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The agreement with Los Angeles Community College District (LACCD) for the Montebello Fire Department Educational and Training Programs (Attachment A) will ensure that the Department can meet mandated training hours requirements based on the National Fire Protection Association (NFPA). The mandated training hours include 450 hours of fire training, including 250 hours of accredited Commission on Accreditation for Pre-Hospital Continuing Education (CAPCE) Accredited training, and 60 hours of Occupational Safety and Health Administration (OSHA) safety training. The Agreement begins September 1, 2023, and the "List of Approved Courses" (Attachment A, Exhibit B) outlines the specific course(s) currently offered under this Agreement by ELACC.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

That the City Council authorize the Acting City Manager to execute both Agreements (Attachment A and B) between the Los Angeles Community College District (LACCD) and the Montebello Fire Department to allow East Los Angeles Community College to provide Educational and Training Programs for Department. The City will receive reimbursements twice annually based upon the number of training hours and number of participants enrolled.

ATTACHMENT(S)

1. Attachment A - Revenue Sharing Agreement_LACCD and Montebello Fire Dept
2. Attachment B - Agreement No. 4161 with ELAC

NEXT STEPS:

N/A



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

ATTACHMENT A**Contract****Bill To:**

East Los Angeles College
 Business Office
 1301 Avenida Cesar Chavez
 Monterey Park, CA 91754-6099

Vendor Address

CITY OF MONTEBELLO FIRE DEPT
 600 N MONTEBELLO BLVD
 MONTEBELLO CA 90640
 (T)323-887-4512
 (F)323-887-4522

Service(s) To:

East Los Angeles College
 1200 W. Floral Dr. Stadium B5-105
 Monterey Park, CA 91754
 (323)265-8736 or (323)267-3799

Information

Contract Number 4500310801
Contract Amount \$ 25,000.00
Order Date 09/30/2023
Vendor Number 1008907
Payment Terms Payment Due Net 30 days
Requestor/Phone Sharon Johnson / 323-265-8834
Start date 09/01/2023
End date 06/30/2028

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
E7600B	569400		

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REVENUE SHARING AGREEMENT**PARTIES:**

LOS ANGELES COMMUNITY COLLEGE DISTRICT
 ("District")

By East Los Angeles College
 1301 Avenida Cesar Chavez
 Monterey Park, CA 91754

Attn: Sharon Johnson
 (323) 267-3704
 ("College")

CITY OF MONTEBELLO FIRE DEPT
 600 N MONTEBELLO BLVD
 MONTEBELLO, CA 90640
 ("City")

Any reference in the header information set forth in the upper right corner on the front page of this Agreement, to "Contract Amount" and to dates identified as "Start Date" and "End Date," specifically indicates only those provisions made, or the intent thereof, to fully fund the Agreement for scheduled payments due hereunder during the current fiscal year, and is not to be construed as a reference to the intended or actual contract period, or to the full sum of payments that have been made or are still to be made under this Agreement.

DATE: 09/30/2023

TERM: September 1, 2023 to June 30, 2028, inclusive.



PROGRAM: Public Service

PREREQUISITE CLASSES: See Addendum "A"

OFFSITE LOCATION(S): Fire Department's Training Center and/or other City
 Fire Facilities

RECITALS

WHEREAS, the City of Montebello Fire Department conducts training programs designated for entry level and advanced fire personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District; and

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses; and

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants set forth below, agree as follows:

AGREEMENT

1. RESPONSIBILITIES OF THE COLLEGE.

(a) The College is responsible for the educational programs conducted under the terms of this Agreement. The course(s) of instruction to be taught under this Agreement are listed in Addendum "A." The City and the District may agree to provide additional courses pursuant to the terms of this Agreement as the need arises through amendment of Addendum "A."

(b) The College shall offer, at the locations specified by the City, mutually agreed upon and approved educational courses to meet the needs of the Montebello Fire Department Training Programs. These locations shall be open to the public while the courses being offered by the District are in session.

(c) College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the Program are part of the approved curriculum of the College. The courses eligible for College credit shall have been approved by the College Curriculum Committee and the District's Board of Trustees.

(d) The College shall assist the City in Student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All Students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform with State/District guidelines. The City shall be required to pay student registration fees the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of Students shall be consistent with District approved policies regarding all courses.



(e) The District shall employ all instructors consistent with the requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.

(f) Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulations. The minimum qualifications shall be those designated by the District. These minimum qualifications designated by the District are within the purview of the Academic Senate and are subject to change. The current minimum qualifications are listed in Addendum "B."

(g) Where the instructor is not a paid employee of the District, the District shall have a written agreement, in a form acceptable to District, with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.

(h) The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the Students are met and the accreditation requirements of the College are satisfied.

(i) The College reserves the right to inspect any records maintained by the City concerning the implementation of the terms of this Agreement.

(j) If any courses under the terms of this Agreement are held outside District boundaries, the District shall comply with the requirements of Sections 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

2. RESPONSIBILITIES OF THE CITY.

(a) In exchange for the services and payment provided by the College/District to the City, under the terms of this Agreement, the City shall provide classroom space at the Fire Department's Training Center and/or other City Fire Facilities for use as off-campus sites by the College for conducting the courses pursuant to this Agreement.

(b) In exchange for the services and payment provided by the College/District to the City under the terms of this Agreement, the City shall provide to the College, services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day-to-day management support, and all other related services and overhead reasonably necessary to implement the terms of this Agreement.

(c) The City will maintain records of attendance and achievement. Records will be open at all times to officials of the College and submitted on a developed schedule.

(d) The City shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all of the District/State's minimum qualifications for faculty teaching in the Fire Technology Program.

(e) All instructional materials provided by the City to Students will be at no additional cost to Students



enrolled in courses in connection with this Agreement. To the extent that charges will be made for Student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD BP5030 and AP5030, and 5031.

3. JOINT RESPONSIBILITIES OF THE CONTRACTOR AND THE COLLEGE.

- (a) The City and the College shall each work in good faith to implement this Agreement, and shall use their best efforts to informally resolve all disputes.
 - (b) The City shall coordinate with the College to ensure that all personnel, equipment and materials used in carrying out its responsibilities under this Agreement conform to State of California mandated standards governing instructional programs.
 - (c) The City will offer the College the opportunity to support all Montebello Fire Department Training programs within College's geographical boundaries including "In-Service Training" or continuing education, which the County deems suitable for College affiliation and College certificates. The College agrees that the City may affiliate or contract with other community colleges for courses for which the College declines affiliation.
 - (d) College courses conducted under the terms of this Agreement must be identified as being open to the general public. The College shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.
- A Student requesting registration in the Montebello Fire Department's Training Program courses would first need to complete the Prerequisites of Montebello Fire Department Training Program courses. In order for the District to claim apportionment for a Student in a particular course and in order for the Student's attendance to qualify for payment under the terms of this Agreement, the Student must be enrolled in the course through the College.
- (e) The College and the City will ensure that ancillary and support services, such as counseling related to training courses, is provided for the Students enrolled in courses under the Agreement.

1. PAYMENT FOR SERVICES.

The District will pay the City under this Agreement based on Student instructional hours (Weekly Student Contact Hours - WSCH or Full-Time Equivalent Students - FTES) in accordance with State guidelines. In consideration for the services provided here under the District shall pay the City \$4.25 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unity, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the District will not be obligated to pay the City. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the City.



2. PAYMENTS.

All payments by the District to the City under this Agreement shall be subject to verification by appropriate local and State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The District shall pay the City upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15th of each year based on the number of courses taught during the proceeding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated development documentation that support the number of students taught will be presented to the City.

3. CERTIFICATIONS.

- (a) The College/District certifies that it does not receive full compensation for the direct education costs of the courses from any public or private agency, individual or group.
- (b) The City certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by sources other than FTES in accordance with Education Code section 84752.

4. INDEMNIFICATION.

A. The City agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the acts or omissions of the City, its officers, employees, representatives and agents.

B. The College/District agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from every claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the acts or omissions of the District, its officers, employees, representatives and agents.

5. INSURANCE.

A. The City agrees to maintain comprehensive general liability insurance coverage throughout the term of this Agreement, naming the District as an additional insured. The City shall provide the District with a certificate of insurance and an endorsement as evidence of such coverage prior to the execution of this Agreement. The certificate shall state a limit of liability not less than \$2,000,000 per occurrence; \$4,000,000 aggregate for bodily injury and property damage liability combined. The City shall provide thirty (30) days written notice to District of any material change in coverage. Further, the City shall maintain in full force and effect a worker's compensation insurance policy throughout the term of the Agreement.

Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or



molestation, City shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than One Million Dollars (\$1,000,000) per occurrence or claim; Two Million Dollars (\$2,000,000) aggregate.

B. The District agrees to maintain in a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$2,000,000 per occurrence; \$4,000,000 aggregate for bodily injury and property damage liability combined. The District shall provide the City with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the City of any material change in coverage. Further, the District shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.

6. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. City, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34

C. F. R. Part 99, as amended (FERPA), for the handling of such information. City will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. City shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.

7. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

8. EXTENSION, MODIFICATIONS AND TERMINATION.

This Agreement is for the period of five years, terminating June 30, 2028. term set forth above, unless sooner terminated hereunder. This Agreement could be subject to yearly amendments only if there is a change, modification, or exclusion of any of the terms that both parties request and agree to. The District's Board of Trustees would need to approve any amendment to this Agreement.

Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination.

Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination. In addition, this agreement may be subject to termination as provided in Section 15.

9. AUTHORITY.

A. City: The Fire Chief, or its designee, shall have full authority to enter into and administer this



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Contract No.
 4500310801

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Agreement. This includes, but is not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this Agreement. The Fire Chief shall have full access and authority to audit all pertinent records concerning this Agreement.

B. District/College: The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services have delegated authority from the District Board of Trustees to bind District contractually. Persons acting in positions not specified above or have specific delegated authority by the Board of Trustees and those in the capacity as project managers or consultants to District do not have authority to: (1) obligate or commit District to any payment of money; (2) obligate District to any modification to this Contract or the Contract Sum; (3) relieve Contractor of any of its obligations under this Contract; or (4) approve or order any Work to be done or materials, equipment or supplies to be delivered.

10. NOTICES.

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following addresses:

CITY OF MONTEBELLO

Arlene Salazar, City Manager 1600 W. Beverly Blvd.
 Montebello, CA 90640

MONTEBELLO FIRE DEPARTMENT

Fernando Pelaez, Fire Chief
 600 N. Montebello Blvd., Montebello, CA 90640

EAST LOS ANGELES COLLEGE

Alberto J. Roman, DPA, President
 1301 Avenida Cesar Chavez Monterey Park, CA 91754

LOS ANGELES COMMUNITY COLLEGE

Francisco C. Rodriguez, Ph.D., Chancellor
 770 Wilshire Blvd., Los Angeles, CA 90017

11. WAIVER.

No waivers of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

12. GOVERNING LAWS.

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any legal proceeding regarding this agreement shall be in Los Angeles county, State of California, and the parties hereto expressly submit to such jurisdiction and venue.

13. ENTIRE AGREEMENT.

This document constitutes the entire Agreement between the parties. This Agreement may not be altered, modified, or extended except by the express written consent of the City, the College and the District's Board of Trustees. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The City acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.



14. SEVERABILITY.

The City and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

15. TERMINATION FOR NON-APPROPRIATION OF FUNDS.

If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.

16. Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.



LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Contract No.
4500310801

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IN WITNESS WHEREOF, the Contractor and the District for the College enter into this Agreement as of the day, month, and year first written above.

CITY OF MONTEBELLO

By: _____
Name: Arlene Salazar
Title: Interim City Manager

Date: _____

MONTEBELLO FIRE DEPARTMENT

By: _____
Name: Fernando Pelaez
Title: Fire Chief

Date: _____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____
Name: Michael Pascual
Title: Vice President, Administrative Services

Date: _____

In Process



ADDENDUM A

The following course(s) are currently offered under this Agreement. This list of course(s) is subject to change for each semester of instruction, with courses added to, and/or deleted from this list. All such changes shall be made upon mutual consent of City of Montebello and East Los Angeles College along with the Los Angeles Community College District.

See attached three (3) pages list of courses.

In Process



ADDENDUM B

(Instructors' minimum qualifications to teach courses under terms of Agreement)

Title 5. Education Code of California

53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting one of the following requirements:

(a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:

(1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or

(2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; i.e. police training.

In Process

ADDENDUM A

The following course(s) are currently offered under this Agreement. This list of course(s) is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the Beverly Hills Fire Department and the Los Angeles Community College District on behalf of East Los Angeles College.

REVISED March 31, 2023

FIRE UPDATES	COURSE NO.	COURSE	NO. HOURS	UNITS	STATUS
Fire Update 27 Hours	Fire Tech 221	PSA 610	27	.5	Approved
Fire Update 54 Hours	Fire Tech 63	PSA 611	54	1.0	
Fire Update 81 Hours	Fire Tech 64	PSA 612	81	1.5	
Fire Update 108 Hours	Fire Tech 65	PSA 613	108	2.0	
Fire Update 135 Hours	Fire Tech 66	PSA 614	135	2.5	
Fire Update 162 Hours	Fire Tech 228	PSA 615	162	3.0	
Fire Update 189 Hours	Fire Tech 229	PSA 616	189	3.5	
Fire Update 216 Hours	Fire Tech 230	PSA 617	214	4.0	
Fire Update 243 Hours	Fire Tech 231	PSA 618	243	4.5	
Fire Update 270 Hours	Fire Tech 232	PSA 619	270	5.0	
COMPANY OFFICER CERTIFICATION	COURSE NO.	NO. HOURS		UNITS	STATUS
Fire Instructor 1	Fire Tech 30/630	PSA 630	40	2	Approved
Company Officer 2C Investigations/Inspections	Fire Tech 40/631	PSA 631	40	2	Approved
Company Officer 2B General	Fire Tech 50/632	PSA 632	40	2	Approved
Company Officer 2A Human Resources	Fire Tech 60/633	PSA 633	22.5	1.5	Approved
Company Officer 2D All Risk Command Operations	Fire Tech 225/634	PSA 634	40	2	Approved
Company Officer 2E Wildland Fire Operations	Fire Tech 186/635	PSA 635	40	2	Approved
ENGINEER/DRIVE OPERATOR CERTIFICATION	COURSE NO.		NO. HOURS	UNITS	STATUS
Driver/Operator 1A	Fire Tech 237	PSA 640	40	1.5	Approved
Driver/Operator 1B	Fire Tech 238	PSA 641	40	1.5	Approved
Basic Emergency Vehicle Operations	Fire Tech 239	PSA 642	16	.5	Approved
Basic Pump Operations	Fire Tech 240	PSA 643	16	.5	Approved
COURSE NAME	COURSE NO.		NO. HOURS	UNITS	STATUS
Advanced Fire Management and Leadership	Fire Tech 32	PSA 650	136	7.5	Approved
Wildland Fire Behavior Calculations	Fire Tech 33/5390	PSA 652	32	1.50	Approved
Fire Instructor 1B	Fire Tech 31	PSA 655	40	2	Archived
Fire Instructor 1C	Fire Tech 34	PSA 656	40	2	Archived
Fire Prevention 1B	Fire Tech 41	PSA 660	40	2	Archived
Fire Command 1B	Fire Tech 61	PSA 661	40	2	Approved
Fire Investigation 1A	Fire Tech 70	PSA 665	40	2	Approved
ICS 100	Fire Tech 91	PSA 670	8	.5	Approved
ICS 200	Fire Tech 220	PSA 671	18	1.0	Approved

ICS 300	Fire Tech 93	PSA 672	27	1.5	Approved
ICS 400	Fire Tech 94	PSA 673	22	1.0	Approved
EMT Refresher (54hrs)	Fire Tech 97	PSA680	54	2.0	Archived
Paramedic Refresher (48hrs)	Fire Tech 227	PSA682	48	1.0	Approved
Intermediate Fire Behavior	Fire Tech233/S290	PSA 684	32	1.0	Approved
Strike Team Task Force Leader	Fire Tech 234/S-330	PSA 686	32	1.0	Approved
Division/Group Supervisor	Fire Tech 235/S-339	PSA 688	20	1.1	Approved
Safety Officer	Fire Tech 236	PSA 690	32	1.0	Approved
Fire Control 2-Basic Operations	Fire Tech 242	PSA 692	18	.5	Approved
Auto Extraction	Fire Tech 241	PSA 694	18	.5	Approved
Roof Ventilation	Fire Tech 243	PSA 696	16	.5	Approved
Ethical Leadership For Fire Instructors	Fire Tech 244	PSA 698	8	.5	Approved
Internal Affairs Investigation	Fire Tech 187	PSA 702	40	1.5	Approved
Tactical Decision Making In Wildland Fires	Fire Tech 188/S-336	PSA 704	24	1.75	Approved
Basic Leadership Skills For Fire Supervisors	Fire Tech 189/L-280	PSA 706	16	1	Approved
Fire line Leadership Advanced	Fire Tech 190/L-380	PSA 708	32	1.5	Approved
Advanced Fire Engine Techniques	Fire Tech 191	PSA 710	18	1	Approved
Emergency Treatment By First Responder-Refresher	Fire Tech 226	PSA 604	27	1	Approved
Fire Academy Training (Drill Tower)	Fire Tech 035	PSA 600	800	17	Approved
Public Safety Leadership/Ethics (attached to Academy)	Fire Tech 029	PSA 602	40	2.0	Approved
LARRO	Fire Tech 246	PSA 719	27	1.5	Approved
Rope Rescue Technician	Fire Tech	PSA 720	40	1.5	Approved
Ocean Lifeguard Training Academy	Fire Tech 247	PSA 604	40	1.5	Approved
Lifeguard Recertification	Fire Tech 248	PSA 605	8	.50	Approved
Ambulance Operator Academy	Fire Tech 249	PSA 606	140	4.5	Approved
Fire Service Labor/Management Relations	Fire Tech 250	PSA 714	18	1	Approved
Ignition Operations		PSA 697	16	.5	Approved
Rescue Systems 1		PSA 716	40	1.5	Approved
Rescue Systems 2		PSA 718	40	1.25	Approved
Low Angle Rope Rescue		PSA 719	24	1.5	Approved
Trench Rescue Technician		PSA 722	24	1.5	Approved
Fire Apparatus Tiller		PSA 724	36	2	Approved
Fire Apparatus Aerial		PSA 725	40	2.25	Approved
All-Hazard Strike Team Leader		PSA 726	24	1.5	Approved
Crew Boss	S-230	PSA 728	16	1	Approved
Field Observer	S-244	PSA 730	16	1	Approved
Engine Boss	S-231	PSA 732	16	1	Approved
Confined Space Rescue Technician		PSA 734	16	1	Approved
River & Flood Water Rescue		PSA 736	16	1	Approved
Mental Health First Aid		PSA 738	8	.5	Approved

Basic Air Operations		PSA 740	8	.5	Approved
Fire Engineer Academy		PSA 607	200	7	Approved
CHIEF OFFICER CERTIFICATION					
Fire Command 2A	Fire Tech 80	PSA 750	40	1.5	Approved
Fire Command 2B	Fire Tech 81	PSA 751	40	1.5	Approved
Fire Command 2C	Fire Tech 82	PSA 752	40	1.5	Approved
Fire Command 2D	Fire Tech 83	PSA 753	40	1.5	Approved
Fire Command 2E	Fire Tech 84	PSA 754	40	1.5	Approved
Fire Management 2A	Fire Tech 85	PSA 755	40	1.5	Approved
Fire Management 2B	Fire Tech 86	PSA 756	40	1.5	Approved
Fire Management 2C	Fire Tech 87	PSA 757	40	1.5	Approved
Fire Management 2D	Fire Tech 88	PSA 758	40	1.5	Approved
Fire Management 2E	Fire Tech 55	PSA 759	40	2.0	Approved
i-400 ICS	Fire Tech 94	PSA 753	22	1.0	Approved
PARAMEDIC SCHOOL					Approved
Anatomy and Physiology for Emer. Health Personnel	Fire Tech 42	PSA 770	72	4	Approved
Introduction to Emergency Medical Service Systems	Fire Tech 43	PSA 771	36	2	Approved
Patient Assessment and Airway Management	Fire Tech 44		36	2	Approved
Cardiology Assessment and Medical Emergencies	Fire Tech 45	PSA 772	126	6	Approved
Emergency Response to Crisis	Fire Tech 46	PSA 773	90	4	Approved
Medical Emer. and Pharmacological Interventions	Fire Tech 47	PSA 774	108	5	Approved
Clinical Internship	Fire Tech 48	216	216	4	Approved
Field Internship	Fire Tech 49	PSA 776	486	9	Approved

AGREEMENT NO. 4161

**BY AND BETWEEN THE
CITY OF MONTEBELLO**

AND

EAST LOS ANGELES COLLEGE

This Agreement is made and entered into on September 1, 2023 by and between the City of Montebello (hereafter referred to as City) and East Los Angeles College (hereafter referred to as the College), to provide a Los Angeles Community College District (hereafter referred to as District) approved educational course by East Los Angeles College through the Montebello Fire Department Training Program.

Witnesseth:

WHEREAS, The Montebello Fire Department conducts training programs designed for entry level and advanced fire personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

A. RESPONSIBILITIES OF THE COLLEGE

1. The College is responsible for the educational program conducted under the terms of this Agreement. This course of instruction to be taught under this Agreement is listed in Addendum A. The City and the College may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at the location specified by the City and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Montebello Fire Department Training Program. These locations shall be open to the public while the courses being offered by the College are in session.
3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College. The courses of College credit shall have been approved by the College Curriculum Committee and have been approved by the District's Board of Trustees.

4. The College shall assist the City in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform with State/ District guidelines. The City shall be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.
6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the State/District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The current minimum qualifications are listed in Addendum B.
7. Where the instructor is not a paid employee of the District, the District shall have a written agreement with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.
8. The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
9. The College reserves the right to inspect any records maintained by the City concerning the implementation of the terms of this Agreement.
10. If any course under the terms of this Agreement is held outside District boundaries, the College shall comply with the requirements of Section 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE CITY

1. In exchange for the services and payment provided by the College to the City under the terms of this Agreement, the City shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.

2. The City will maintain records of attendance and achievement. With reasonable notice, records will be open at all times to officials of the College and submitted on a developed schedule.
3. The City shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District/State minimum qualifications for faculty teaching in the Montebello Fire Department Training Program.
4. All instructional materials provided by the City to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE CITY AND THE COLLEGE

1. The City and the College shall each work in good faith to implement this Agreement, and shall use its best efforts to resolve any disputes informally.
2. The City shall coordinate with the College to ensure that all personal, equipment and materials used in carrying out its responsibilities under this Agreement conform to State of California mandated standards governing instructional programs.
3. The City will offer the college the opportunity to support all Montebello Fire Department Training programs within the College's geographical boundaries including "In-Service Training" or continuing education, which the County deems suitable for College affiliation and College certificates. The College agrees that the City may affiliate with other community colleges for courses for which the College declines affiliation.
4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in Montebello Fire Department's Training Program courses would first need to complete the prerequisites of Montebello Fire Department Training Program courses. In order for the District to claim apportionment for a student in a particular course and in order for the student's attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the City will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

D. PAYMENT FOR SERVICES

The College will pay the City based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided hereunder, the College shall pay the City \$4.25 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the College will not be obligated to pay the City. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the City.

E. PAYMENT

All payments by the College under this Agreement shall be subject to verification by the City of Montebello and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The College shall pay the City upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15th of each year based on the number of courses taught during the proceeding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the City.

F. CERTIFICATIONS

1. The College certifies that it does not receive full compensation for the direct educational costs of this course from any public or private agency, individual or group.
2. The City certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

G. INDEMNIFICATION

1. The City agrees to defend, indemnify and hold harmless the College, District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the City, its officers, employees, representatives and agents.
2. The College and the District agrees to defend, indemnify and hold harmless the City, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the College, District, its Board of Trustees, officers, employees, representatives and agents.

H. INSURANCE

1. The City agrees to maintain a program of general liability insurance or self-insurance coverage throughout the terms of this Agreement. The certificate shall state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The City shall provide the District with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The City shall provide thirty (30) days written notice to the District of any material change in coverage. Further, the City shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.
2. The District agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The District shall provide the City with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the City of any material change in coverage. Further, the District shall maintain a program of workers' compensation insurance throughout the terms of this Agreement.

I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement is for a period of four years and ten months, terminating on June 30, 2028. This Agreement could be subject to yearly amendments only if there is a change, modification, or exclusion of any of the terms that both parties request and agree to. The District's Board of Trustees would need to approve any amendment within this contract period.

Notwithstanding the foregoing, this Agreement may be terminated at any time with or without cause, upon written notice given to the other part at least sixty (60) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination.

Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

K. AUTHORITY OF THE CHIEF

The Fire Chief, or its designee, shall have full authority to administer this Agreement on behalf of the City. This includes, but is not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this Agreement. The Fire Chief and/or his designee shall have full access and authority to audit all pertinent records concerning this Agreement.

L. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

CITY OF MONTEBELLO

Arlene Salazar, City Manager
1600 W. Beverly Blvd
Montebello, CA 90640

MONTEBELLO FIRE
DEPARTMENT

Fernando Pelaez, Fire Chief
Montebello Fire Department
600 N. Montebello Blvd
Montebello, CA 90640

EAST LOS
ANGELES COLLEGE

Albert Roman, President
East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, CA 91754-6099

M. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

N. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California.

O. AGREEMENT

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the City, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The City acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.

IN WITNESS WHEREOF, the City and the District for the College enter into this Agreement as of the day, month, and year first written above.

CITY OF MONTEBELLO

BY: ARLENE SALAZAR,
Acting City Manager

DATE

MONTEBELLO FIRE DEPARTMENT:

BY: FERNANDO PELAEZ, Fire Chief

DATE

EAST LOS ANGELES COLLEGE:

BY: MICHAEL PASQUAL, Vice-President
Administrative Services

DATE

ATTEST:

BY: CHRISTOPHER JIMENEZ, City Clerk

DATE

APPROVED AS TO FORM:

BY: ARNOLD M. ALVAREZ-GLASMAN,
City Attorney

DATE

ADDENDUM A

The following course(s) are currently offered under this Agreement. This list of course(s) is subject to change for each semester of instruction, with courses added to, and/or deleted from this list. All such changes shall be made upon mutual consent of City of Montebello and East Los Angeles College along with the Los Angeles Community College District.

****See attached for list of courses****

ADDENDUM B

Title 5. Education Code of California

53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
 - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
 - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a lifetime teaching credential in their field of training; i.e.: police training



ITEM # 21

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **APPROVE REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND QUIET CANNON MANAGEMENT (QCM) TO INCLUDE PAYMENT OF PRIOR INVOICES AND AMEND THE FISCAL YEAR 2023-24 BUDGET**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Reimbursement Agreement between the City of Montebello and Quiet Cannon Management, Inc. (QCM) related to the payment of invoices for "Campus Host Services" at Quiet Cannon for the period of July 2019 through September 2023; and
2. Approve the payment of invoices for landscape services of the surrounding areas at the Quiet Cannon for the period of January 2022 through September 2023; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$338,318 in Account No. 610-66-6040.10 (Golf Course, Quiet Cannon Perimeter, Other Contract Services); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Certain revenue and expense activity related to the Quiet Cannon is recorded in Fund 610 (Golf Course). For Fiscal Year 2023-24, it is projected the City will receive \$500,000 in revenue related to the license/operating agreement with Quiet Cannon. Expenses related to the reimbursement of the "Campus Host Services" (Attachment B) and landscape services (Attachment D) will be recorded in this fund.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 3

Amending the FY 2023-24 budget in the amount of \$338,318 is required to pay all outstanding invoices (\$283,318) as well as provide an additional \$55,000 in appropriations for the remainder of the fiscal year (Account No. 610-66-6040.10, Golf Course, Quiet Cannon Perimeter, Other Contract Services) for the Campus Host and landscape services. Campus Host estimated costs from October 2023 – June 2024 are \$46,000, with landscape services estimated costs from October 2023 – June 2024 would be \$9,000. Once the golf operations and Topgolf open in late spring, the costs may increase and will be reflected in FY 2024-25 budget.

BACKGROUND/DISCUSSION:

The City received a letter on June 7, 2023 from the Quiet Cannon General Manager (Attachment A). The letter included a summary of prior year Campus Host invoices as well as back-up detail for each month (Attachment B). To bring the outstanding invoices current, staff contacted Quiet Cannon staff to produce any subsequent outstanding invoices for payment resulting in the additional invoices payable thru September 2023.

As outlined in the attached letter concerning the Campus Host invoices, the lateness of presenting the invoices for these services was “due to Covid and change over in [the Quiet Cannon] accounting department” which caused a lag in preparing and submitting invoices in a timely manner. The City has an arrangement with Quiet Cannon to share one-quarter of the monthly cost of the “Campus Host Services.”

The campus hosts provide security and customer service to the areas in and around the Golf Course campus (i.e., Quiet Cannon, Hilton Garden Inn, Home2Suites, Bicknell Park and related areas). The campus hosts are trained to provide security and minimize occurrences of graffiti, vandalism, property damage, etc. The hosts patrol the campus and provide a visible deterrent to anyone looking to commit a crime. The hosts help minimize incidents which would require a response by Montebello Police personnel.

Landscaping services around the Quiet Cannon are provided by Saldana Landscape. Their services involve weed abatement, landscaping treatments to provide professional and aesthetically pleasing curb appeal and minor sprinkler repairs as needed. The City received a letter from the Quiet Cannon General Manager on or about June 7, 2023 (Attachment C) providing a summary of prior and current year landscaping invoices (Attachment D). Staff is requesting approval to pay these past due invoices and authority to process any future invoices in a timely manner in accordance with the increase in the budget.

Attached for City Council review and consideration for approval is a Reimbursement Agreement (Attachment E) in substantially the form as presented subject to final review and approval between QCM and the Acting City Manager and City Attorney, which defines the payment for the current invoices and a process for future processing of requested payments. Staff will work with the Quiet Cannon management team to ensure timely submittal of invoices related to these services.

ENVIRONMENTAL:

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 3 of 3

N/A

ANALYSIS:

N/A

SUMMARY:

It is requested that the City Council approve payment of past due/prior year invoices for Campus Host and landscape services (Attachments B and D) and increase the budget to pay additional bills for the current fiscal year (i.e., from October 2023 - June 2024). Staff is requesting to increase appropriations in the FY 2023-24 budget by \$338,318 in Account No. 610-66- 6040.10 (Golf Course, Quiet Cannon Perimeter, Other Contract Services).

ATTACHMENT(S)

1. ATTACHMENT A - Quiet Cannon Campus Host Cover Letter
2. ATTACHMENT B - Quiet Cannon Campus Host Invoices 2019 - 2023
3. ATTACHMENT C - Quiet Cannon Landscape Cover Letter
4. ATTACHMENT D - Quiet Cannon Landscape Invoices 2022-2023
5. ATTACHMENT E - Reimbursement Agreement No. 4161

NEXT STEPS:

N/A



Located on the beautiful Montebello Championship Golf Course

Acting City Manager, Arlene Salazar
1600 W. Beverly Blvd
Montebello, Ca. 90640

Hi Arlene,

Please find attached Campus Host invoices July 2019 thru April 2023, with supporting operating report showing total monthly campus host cost with the City's $\frac{1}{4}$ portion as approved by City Manager Rene Bobadilla.

I am sorry due to Covid and change -over in our accounting department we have been lagging in our billings. I am sure you are aware the City only pays $\frac{1}{4}$ th of the base cost while Quiet Cannon Inc. pays additionally for all host Training, Registration, State Certification, Uniforms, Host Cast, Host Cell Phones, Host Oversight & Management. This program facilitates all 4 entities Golf Course & Monument, Quiet Cannon Inc., Hilton Garden Inn & Home2Suites to maintain a safe, controlled & monitored environment along with secure video surveillance for guests, staff and neighbors who frequent the Campus and Bicknell Park. Our Hosts operate hands-on, are well trained & equipped to reduce call-ins to Montebello Police, reduce graffiti, vandalism, vehicle break-ins, theft and property damage at the Campus and deter illicit activity, gang interaction, and drugs at Bicknell Park. There are immeasurable benefits in having visibility with a host patrolling the campus, interacting with guest, law enforcement & neighbors. Our neighbors who walk their dogs, jog and exercise in the park appreciate the deterrent from criminal activity that a host provides. Presently with Top Golf equipment, fixing and fittings stored inside the Campus these host provide and additional layer of security.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Sean Shamim", written over a horizontal line.

Sean Shamim

General Manager

A handwritten signature in black ink, appearing to read "Rene Bobadilla", written over a horizontal line.

901 N. Via San Clemente, Montebello, CA 90640 • Phone 323.724.4500 • Fax 323.724.0950
www.banquetcatering.com • info@quietcannon.com • www.quietcannon.com

Campus Host	Month	Invoice #	City Total
Year			
2019			
	July	1013	\$ 3,526.61
	August	1015	\$ 3,410.13
	September	1018	\$ 4,480.65
	October	1022	\$ 3,403.69
	November	1023	\$ 3,445.35
	December	1026	\$ 4,533.30
2020			
	January	1026-1	\$ 5,003.08
	February	1029	\$ 5,097.94
	March	2577	\$ 5,817.16
	April	2580	\$ 1,573.21
	May	2582	\$ 2,066.30
	June	1050	\$ 2,737.12
	July	1053	\$ 1,658.49
	August	1059	\$ 1,838.97
	September	1062	\$ 2,851.69
	October	1065	\$ 1,419.00
	November	1068	\$ 3,792.74
	December	1071	\$ 4,946.96
2021			
	January	1003	\$ 3,967.26
	February	1005	\$ 3,852.87
	March	1007	\$ 5,353.67
	April	1009	\$ 3,809.86
	May	1011	\$ 4,230.82
	June	1012	\$ 5,070.55
	July	1014	\$ 3,905.99
	August	1016	\$ 4,089.01
	September	1017	\$ 4,993.85
	October	1040	\$ 4,269.64
	November	1041	\$ 4,052.49
	December	1043	\$ 5,637.90
2022			
	January	1068	\$ 4,287.09
	February	1071	\$ 4,995.12
	March	1044	\$ 6,028.59
	April	1074	\$ 4,630.55
	May	1077	\$ 5,084.05
	June	1045	\$ 6,379.39
	July	1046	\$ 5,388.66
	August	1048	\$ 5,667.77
	September	1051	\$ 7,291.59
	October	1053	\$ 5,667.57
	November	1055	\$ 5,889.25
	December	1057	\$ 7,781.83
2023			
	January	1067	\$ 6,714.84
	February	1070	\$ 6,800.40
	March	1074	\$ 8,299.17
	April	1077	\$ 6,357.15
	May	1080	\$ 6,751.24
	June	1085	\$ 8,780.72
	July	1088	\$ 6,378.82
* Missing invoice	August		\$ 7,436.91
	September	1094	\$ 8,225.81
TOTAL:			
			\$ 249,672.82

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice ✓

Date	Invoice #
7/22/2019	1013

Bill To City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640
--

Description								Amount	
1/4 Campus Host Wages for July 2019								3,105.91	
1/4 Campus Host Payroll Taxes for July 2019								257.33	
1/4 Campus Host Workers Comp for July 2019								163.37	
Campus Host Schedule B-05 2 for July 2019									
Operating Report									
Quiet Cannon Montebello Inc.									
Period Schedule		06/25/2019 thru 07/22/2019 B-05.2							
		Current - Period Period #1				Year - To - Date Period #1 thru #1			
		This Year		Last Year		This Year		Last Year	
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
Campus Host									
Payroll & Related Expenses									
Salaries and Wages		12,423.83	3.8	0.00	0.0	12,423.83	3.8	0.00	0.0
Payroll Taxes		1,029.31	0.3	0.00	0.0	1,029.31	0.3	0.00	0.0
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Workers Comp		853.48	0.2	0.00	0.0	853.48	0.2	0.00	0.0
Total P/R & Related		14,106.42	4.4	0.00	0.0	14,106.42	4.4	0.00	0.0
Other Expenses									
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Uniforms		347.52	0.1	0.00	0.0	347.52	0.1	0.00	0.0
Campus Host-Personnel Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Total Other Expenses		347.52	0.1	0.00	0.0	347.52	0.1	0.00	0.0
Total Campus Host		14,453.94	4.5	0.00	0.0	14,453.94	4.5	0.00	0.0
Percentage based on total sales									
Items paid solely by Quiet Cannon Montebello									
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management									
Total								\$3,526.61	

Items paid solely by Quiet Cannon Montebello
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts
and repair/maintenance, Host Cell Phones, Campus Host oversight and management

Total \$3,526.61

901 N. Via San Clemente
Montebello, CA 90640

Invoice ✓

Date	Invoice #
8/19/2019	1015

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for August 2019										3,003.72	
1/4 Campus Host Payroll Taxes for August 2019										248.41	
1/4 Campus Host Workers Comp for August 2019										158.00	
Campus Host Schedule B-05.2 for August 2019											
Operating Report											
Quiet Cannon Montebello Inc.											
Period	6/23/2019 thru 08/19/2019										
Schedule	B-05 2										
	Current - Period				Year - To - Date						
	Period #1				Period #1 thru #2						
	This-Year		Last-Year		This-Year		Last-Year				
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host											
Payroll & Related Expenses											
Salaries and Wages	12,014.87	3.1	0.00	0.0	15,120.77	2.1	0.00	0.0			
Payroll Taxes	993.62	0.3	0.00	0.0	1,250.94	0.2	0.00	0.0			
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Workers Comp	631.98	0.2	0.00	0.0	795.35	0.1	0.00	0.0			
Total P/R & Related	13,640.47	3.5	0.00	0.0	17,167.06	2.4	0.00	0.0			
Other Expenses											
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Uniforms	0.00	0.0	0.00	0.0	347.52	0.0	0.00	0.0			
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Total Other Expenses	0.00	0.0	0.00	0.0	347.52	0.0	0.00	0.0			
Total Campus Host	13,640.47	3.5	0.00	0.0	17,514.58	2.5	0.00	0.0			
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts											
and repair maintenance, Host Cell Phones, Campus Host oversight and management											
Total										\$3,410.13	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice ✓

Date	Invoice #
9/23/2019	1018

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for September 2019										3,855.97
1/4 Campus Host Payroll Taxes for September 2019										421.85
1/4 Campus Host Workers Comp for September 2019										202.83
Campus Host Schedule B-05.2 for September 2019										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 08/20/2019 thru 09/23/2019 Schedule B-05.2										
Current - Period Period #3										Year - To - Date Period #1 thru #3
This-Year Amount Ratio										Last-Year Amount Ratio
Campus Host										
Payroll & Related Expenses										
Salaries and Wages										15,423.88 3.4 0.00 0.0 21,533.49 1.9 0.00 0.0
Payroll Taxes										1,887.39 0.4 0.00 0.0 2,193.10 0.2 0.00 0.0
Health and Welfare										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Workers Comp										811.30 0.2 0.00 0.0 1,132.65 0.1 0.00 0.0
Total P/R & Related										17,922.57 4.0 0.00 0.0 24,859.24 2.1 0.00 0.0
Other Expenses										
Campus Host-Supplies										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Office Supplies										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Miscellaneous										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Printing										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Telephone Exp										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Uniforms										626.52 0.1 0.00 0.0 974.04 0.1 0.00 0.0
Campus Host-Personnel Expense										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Cart Expense										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Campus Host-Permits & Fees										0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0
Total Other Expenses										626.52 0.1 0.00 0.0 974.04 0.1 0.00 0.0
Total Campus Host										18,549.09 4.1 0.00 0.0 25,833.28 2.2 0.00 0.0
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$4,480.65

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
10/21/2019	1022

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for October 2019										3,004.41	
1/4 Campus Host Payroll Taxes for October 2019										241.25	
1/4 Campus Host Workers Comp for October 2019										158.03	
Campus Host Schedule B-05.2 for October 2019										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		8/24/2019 thru 10/21/2019									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #4				Period #1 thru #4					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		12,017.63	2.8	0.00	0.0	21,983.21	1.4	0.00	0.0		
Payroll Taxes		865.01	0.2	0.00	0.0	1,892.66	0.1	0.00	0.0		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		832.13	0.1	0.00	0.0	1,156.28	0.1	0.00	0.0		
Total P/R & Related		13,614.77	3.1	0.00	0.0	25,032.06	1.6	0.00	0.0		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Parsonnel Expense		0.00	0.0	0.00	0.0	974.04	0.1	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	0.00	0.0	974.04	0.1	0.00	0.0		
Total Campus Host		13,614.77	3.1	0.00	0.0	26,006.10	1.6	0.00	0.0		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello										0.00	
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
Total										\$3,403.69	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
11/18/2019	1023

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for November 2019										3,030.25	
1/4 Campus Host Payroll Taxes for November 2019										255.71	
1/4 Campus Host Workers Comp for November 2019										159.39	
Campus Host Schedule B-05.2 for November 2019										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period		10/22/2019 thru 11/18/2019									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #5				Period #1 thru #5					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		12,121.00	2.4	0.00	0.0	25,090.98	1.2	0.00	0.0		
Payroll Taxes		1,022.85	0.2	0.00	0.0	2,191.68	0.1	0.00	0.0		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		637.56	0.1	0.00	0.0	1,319.76	0.1	0.00	0.0		
Total P/R & Related		13,781.41	2.8	0.00	0.0	28,602.40	1.4	0.00	0.0		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Campus Host-Personnel Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Total Campus Host		13,781.41	2.8	0.00	0.0	29,576.44	1.4	0.00	0.0		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair-maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
										0.00	
Total										\$3,145.35	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
12/27/2019	1026

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for December 2019										4,039.28
1/4 Campus Host Payroll Taxes for December 2019										281.55
1/4 Campus Host Workers Comp for December 2019										212.47
Campus Host Schedule B-05.2 for December 2019										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	11/19/2019 thru 12/23/2019									
Schedule	B-05.2									
	Current - Period Period #6				Year - To - Date Period #1 thru #6					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	18,157.13	1.7	0.00	0.0	32,167.36	1.1	0.00	0.0		
Payroll Taxes	1,126.19	0.1	0.00	0.0	2,550.72	0.1	0.00	0.0		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	849.87	0.1	0.00	0.0	1,691.48	0.1	0.00	0.0		
Total P/R & Related	18,133.19	1.9	0.00	0.0	36,399.54	1.2	0.00	0.0		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Total Campus Host	18,133.19	1.9	0.00	0.0	37,373.58	1.2	0.00	0.0		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$4,533.30

Quiet Cannon Montebello Inc

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
1/20/2020	1026

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for January 2020										4,314.35	
1/4 Campus Host Payroll Taxes for January 2020										461.79	
1/4 Campus Host Workers Comp for January 2020										226.94	
Campus Host Schedule B-05.2 for January 2020										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period		12/24/2019 thru 01/20/2020									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #7				Period #1 thru #7					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		17,257.38	6.3	0.00	0.0	37,296.90	1.1	0.00	0.0		
Payroll Taxes		1,847.15	0.7	0.00	0.0	3,553.22	0.1	0.00	0.0		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		907.74	0.3	0.00	0.0	1,981.79	0.1	0.00	0.0		
Total P/R & Related		20,012.27	7.4	0.00	0.0	42,811.91	1.3	0.00	0.0		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expense		0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0		
Total Campus Host		20,012.27	7.4	0.00	0.0	43,785.95	1.3	0.00	0.0		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
										0.00	
Total										\$5,003.08	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
2/17/2020	1029

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description	Amount																																																																																																																																																																																																																
1/4 Campus Host Wages for February 2020	4,421.60																																																																																																																																																																																																																
1/4 Campus Host Payroll Taxes for February 2020	443.76																																																																																																																																																																																																																
1/4 Campus Host Workers Comp for February 2020	232.58																																																																																																																																																																																																																
Campus Host Schedule B-05.2 for February 2020	0.00																																																																																																																																																																																																																
 Operating Report Quiet Cannon Montebello Inc.																																																																																																																																																																																																																	
Period Schedule	1/21/2020 thru 02/17/2020 B-05.2																																																																																																																																																																																																																
	<table><tr><th colspan="4">Current - Period</th><th colspan="4">Year - To - Date</th></tr><tr><th colspan="4">Period #8</th><th colspan="4">Period #1 thru #8</th></tr><tr><th colspan="2">This-Year</th><th colspan="2">Last-Year</th><th colspan="2">This-Year</th><th colspan="2">Last-Year</th></tr><tr><th>Amount</th><th>Ratio</th><th>Amount</th><th>Ratio</th><th>Amount</th><th>Ratio</th><th>Amount</th><th>Ratio</th></tr><tr><td colspan="8">Campus Host</td></tr><tr><td colspan="8">Payroll & Related Expenses</td></tr><tr><td>Salaries and Wages</td><td>17,888.30</td><td>4.8</td><td>0.00</td><td>0.0</td><td>42,040.24</td><td>1.1</td><td>0.00</td><td>0.0</td></tr><tr><td>Payroll Taxes</td><td>1,775.04</td><td>0.5</td><td>0.00</td><td>0.0</td><td>3,942.89</td><td>0.1</td><td>0.00</td><td>0.0</td></tr><tr><td>Health and Welfare</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Workers Comp</td><td>\$30.30</td><td>0.3</td><td>0.00</td><td>0.0</td><td>2,211.27</td><td>0.1</td><td>0.00</td><td>0.0</td></tr><tr><td>Total P/R & Related</td><td>20,391.73</td><td>5.6</td><td>0.00</td><td>0.0</td><td>48,194.40</td><td>1.3</td><td>0.00</td><td>0.0</td></tr><tr><td colspan="8">Other Expenses</td></tr><tr><td>Campus Host-Supplies</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Office Supplies</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Miscellaneous</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Printing</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Telephone Exp</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Uniforms</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>974.04</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Personnel Expense</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Cart Expense</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Campus Host-Pennsils & Fees</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Total Other Expenses</td><td>0.00</td><td>0.0</td><td>0.00</td><td>0.0</td><td>974.04</td><td>0.0</td><td>0.00</td><td>0.0</td></tr><tr><td>Total Campus Host</td><td>20,391.73</td><td>5.6</td><td>0.00</td><td>0.0</td><td>49,168.44</td><td>1.3</td><td>0.00</td><td>0.0</td></tr><tr><td colspan="8">Percentage based on total sales</td></tr></table>	Current - Period				Year - To - Date				Period #8				Period #1 thru #8				This-Year		Last-Year		This-Year		Last-Year		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio	Campus Host								Payroll & Related Expenses								Salaries and Wages	17,888.30	4.8	0.00	0.0	42,040.24	1.1	0.00	0.0	Payroll Taxes	1,775.04	0.5	0.00	0.0	3,942.89	0.1	0.00	0.0	Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Workers Comp	\$30.30	0.3	0.00	0.0	2,211.27	0.1	0.00	0.0	Total P/R & Related	20,391.73	5.6	0.00	0.0	48,194.40	1.3	0.00	0.0	Other Expenses								Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Uniforms	0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0	Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Campus Host-Pennsils & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	Total Other Expenses	0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0	Total Campus Host	20,391.73	5.6	0.00	0.0	49,168.44	1.3	0.00	0.0	Percentage based on total sales							
Current - Period				Year - To - Date																																																																																																																																																																																																													
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Payroll Taxes	1,775.04	0.5	0.00	0.0	3,942.89	0.1	0.00	0.0																																																																																																																																																																																																									
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0																																																																																																																																																																																																									
Workers Comp	\$30.30	0.3	0.00	0.0	2,211.27	0.1	0.00	0.0																																																																																																																																																																																																									
Total P/R & Related	20,391.73	5.6	0.00	0.0	48,194.40	1.3	0.00	0.0																																																																																																																																																																																																									
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Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0																																																																																																																																																																																																									
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0																																																																																																																																																																																																									
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0																																																																																																																																																																																																									
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0																																																																																																																																																																																																									
Campus Host-Uniforms	0.00	0.0	0.00	0.0	974.04	0.0	0.00	0.0																																																																																																																																																																																																									
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Percentage based on total sales																																																																																																																																																																																																																	
Items paid solely by Quiet Cannon Montebello	0.00																																																																																																																																																																																																																
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance. Host Cell Phones, Campus Host oversight and management	0.00																																																																																																																																																																																																																
Total	\$5,097.94																																																																																																																																																																																																																

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
3/31/2020	2577

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for March 2020										5,086.20
1/4 Campus Host Payroll Taxes for March 2020										470.93
1/4 Campus Host Workers Comp for March 2020										260.03
Campus Host Schedule B-05.2 for March 2020										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	02/18/2020 thru 03/23/2020									
Schedule	B-05.2									
	Current - Period Period #9				Year - To - Date Period #1 thru #9					
	This-Year Amount	Ratio	Last-Year Amount	Ratio	This-Year Amount	Ratio	Last-Year Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	20,344.78	7.8	3,435.26	0.9	49,120.22	1.2	3,435.26	0.1		
Payroll Taxes	1,883.73	0.7	401.99	0.1	4,495.34	0.1	401.99	0.0		
Health and Welfare	7.80	0.0	0.00	0.0	7.80	0.0	0.00	0.0		
Workers Comp	1,032.32	0.4	180.66	0.0	2,545.65	0.1	180.66	0.0		
Total P/R & Related	23,268.63	8.9	4,017.93	1.0	56,169.21	1.4	4,017.93	0.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	2,692.51	0.7	974.04	0.0	2,692.51	0.1		
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	758.15	0.2	0.00	0.0	758.15	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	3,450.66	0.9	974.04	0.0	3,450.66	0.1		
Total Campus Host	23,268.63	8.9	7,468.59	1.9	57,143.25	1.4	7,468.59	0.2		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$5,817.16

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
4/26/2020	2580

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for April 2020										1,281.75
1/4 Campus Host Payroll Taxes for April 2020										224.04
1/4 Campus Host Workers Comp for April 2020										67.42
Campus Host Schedule B-05.2 for April 2020										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	03/24/2020 thru 04/20/2020									
Schedule	B-05.2									
Campus Host	Current - Period Period #10				Year - To - Date Period #1 thru #10					
	This-Year Amount	Ratio	Last-Year Amount	Ratio	This-Year Amount	Ratio	Last-Year Amount	Ratio		
Payroll & Related Expenses										
Salaries and Wages	5,127.00	#DIV/0!	2,901.19	0.9	38,988.62	1.0	6,336.45	0.1		
Payroll Taxes	896.17	#DIV/0!	288.55	0.1	3,978.72	0.1	690.64	0.0		
Health and Welfare	0.00	#DIV/0!	0.00	0.0	1.95	0.0	0.00	0.0		
Workers Comp	269.88	#DIV/0!	152.61	0.0	2,041.29	0.1	333.29	0.0		
Total P/R & Related	6,292.85	#DIV/0!	3,342.35	1.1	45,010.58	1.1	7,360.28	0.2		
Other Expenses										
Campus Host-Supplies	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expense	0.00	#DIV/0!	0.00	0.0	974.04	0.0	2,892.51	0.1		
Campus Host-Cart Expense	0.00	#DIV/0!	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	#DIV/0!	0.00	0.0	0.00	0.0	758.15	0.0		
Total Other Expenses	0.00	#DIV/0!	0.00	0.0	974.04	0.0	3,450.66	0.1		
Total Campus Host	6,292.85	#DIV/0!	3,342.35	1.1	45,984.62	1.2	10,810.94	0.3		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$1,573.21

901 N. Via San Clemente
Montebello, CA 90640

Date	Invoice #
5/24/2020	2582

Description		Amount	
1/4 Campus Host Wages for May 2020		1,683.50	
1/4 Campus Host Payroll Taxes for May 2020		294.25	
1/4 Campus Host Workers Comp for May 2020		88.55	
Campus Host Schedule B-05.2 for May 2020		0.00	
 Operating Report Quiet Cannon Montebello Inc.			
Period	04/21/2020 thru 05/18/2020		
Schedule	B-05.2		
	Current - Period Period #11		Year - To - Date Period #1 thru #11
	This-Year	Last-Year	This-Year
	Amount	Ratio	Amount
Campus Host			
Payroll & Related Expenses			
Salaries and Wages	6,734.00	892.5	2,918.79 0.6
Payroll Taxes	1,177.01	156.0	263.40 0.1
Health and Welfare	0.00	0.0	0.00 0.0
Workers Comp	354.21	46.9	153.52 0.0
Total P/R & Related	8,265.22	1095.5	3,335.71 0.7
Other Expenses			
Campus Host-Supplies	0.00	0.0	0.00 0.0
Campus Host-Office Supplies	0.00	0.0	0.00 0.0
Campus Host-Miscellaneous	0.00	0.0	0.00 0.0
Campus Host-Printing	0.00	0.0	0.00 0.0
Campus Host-Telephone Exp	0.00	0.0	0.00 0.0
Campus Host-Uniforms	0.00	0.0	0.00 0.0
Campus Host-Personnel Expense	0.00	0.0	0.00 0.0
Campus Host-Carl Expense	0.00	0.0	0.00 0.0
Campus Host-Permits & Fees	0.00	0.0	0.00 0.0
Total Other Expenses	0.00	0.0	0.00 0.0
Total Campus Host	8,265.22	1095.5	3,335.71 0.7
Percentage based on total sales			
		Total	
		\$2,066.30	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
6/30/2020	1050

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for June 2020										2,436.75
1/4 Campus Host Payroll Taxes for June 2020										172.20
1/4 Campus Host Workers Comp for June 2020										128.17
Campus Host Schedule B-05.2 for June 2020										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period 05/19/2020 thru 06/29/2020										
Schedule B-05.2										
Current - Period										Year - To - Date
Period #12										Period #1 thru #12
This-Year		Last-Year		This-Year		Last-Year				
Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	9,747.00	82.9	3,673.76	0.7	46,573.87	1.2	12,929.00	0.2		
Payroll Taxes	688.78	5.9	355.22	0.1	4,289.64	0.1	1,309.16	0.0		
Health and Welfare	0.00	0.0	0.00	0.0	1.95	0.0	0.00	0.0		
Workers Comp	512.69	4.4	193.24	0.0	2,440.28	0.1	680.05	0.0		
Total P/R & Related	10,948.47	93.1	4,222.22	0.8	53,305.74	1.3	14,918.21	0.3		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	974.04	0.0	2,592.51	0.1		
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	758.15	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	0.00	0.0	974.04	0.0	3,450.66	0.1		
Total Campus Host	10,948.47	93.1	4,222.22	0.8	54,279.78	1.4	18,368.87	0.4		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$2,737.12

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
7/31/2020	1053

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount
1/4 Campus Host Wages for July 2020										1,481.13
1/4 Campus Host Payroll Taxes for July 2020										101.84
1/4 Campus Host Workers Comp for July 2020										75.52
Campus Host Schedule B-05.2 for July 2020										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period 06/30/2020 thru 07/27/2020										
Schedule B-05.2										
Current - Period										Year - To - Date
Period #1										Period #1 thru #1
This-Year		Last-Year		This-Year		Last-Year				
Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	5,924.50	32.6	3,105.90	1.0	5,924.50	32.6	3,105.90	1.0		
Payroll Taxes	407.35	2.2	257.32	0.1	407.35	2.2	257.32	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	302.06	1.7	163.37	0.1	302.06	1.7	163.37	0.1		
Total P/R & Related	6,633.91	36.5	3,526.59	1.1	6,633.91	36.5	3,526.59	1.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	347.52	0.1	0.00	0.0	347.52	0.1		
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	347.52	0.1	0.00	0.0	347.52	0.1		
Total Campus Host	6,633.91	36.5	3,874.11	1.2	6,633.91	36.5	3,874.11	1.2		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$1,658.49

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
8/24/2020	1059

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for August 2020										1.660.50	
1/4 Campus Host Payroll Taxes for August 2020										103.10	
1/4 Campus Host Workers Comp for August 2020										75.37	
Campus Host Schedule B-05.2 for August 2020										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period	07/28/2020 thru 08/24/2020										
Schedule	B-05.2										
	Current - Period				Year - To - Date						
	Period #2				Period #1 thru #2						
	This-Year		Last-Year		This-Year		Last-Year				
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host											
Payroll & Related Expenses											
Salaries and Wages	6,642.00	32.6	3,003.71	0.8	8,123.11	21.1	6,108.61	0.9			
Payroll Taxes	412.39	2.0	248.39	0.1	514.22	1.3	505.71	0.1			
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Workers Comp	301.50	1.5	157.98	0.0	377.00	1.0	321.35	0.0			
Total P/R & Related	7,355.89	36.1	3,410.08	0.9	9,014.33	23.4	6,936.67	1.0			
Other Expenses											
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Miscellaneous	476.00	2.3	0.00	0.0	476.00	1.2	0.00	0.0			
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	347.52	0.0			
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0			
Total Other Expenses	476.00	2.3	0.00	0.0	476.00	1.2	347.52	0.0			
Total Campus Host	7,831.89	38.4	3,410.08	0.9	9,490.33	24.6	7,284.19	1.0			
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats. Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management											0.00
Total										\$1.838.97	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
09/28/2020	1063

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount	
1/4 Campus Host Wages for September 2020										2,676.06	
1/4 Campus Host Payroll Taxes for September 2020										104.92	
1/4 Campus Host Workers Comp for September 2020										70.71	
Campus Host Schedule B-05.2 for September 2020										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period		08/25/2020 thru 09/28/2020									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #3				Period #1 thru #3					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		2,676.07	11.2	3,855.97	0.9	5,817.68	9.3	9,965.58	0.9		
Payroll Taxes		104.91	0.4	421.84	0.1	309.83	0.5	927.55	0.1		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		70.71	0.3	202.81	0.0	221.60	0.4	524.16	0.0		
Total P/R & Related		2,851.69	12.0	4,480.62	1.0	6,349.11	10.2	11,417.29	1.0		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	476.00	0.8	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	626.52	0.1	0.00	0.0	974.04	0.1		
Campus Host-Personnel Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	626.52	0.1	476.00	0.8	974.04	0.1		
Total Campus Host		2,851.69	12.0	5,107.14	1.1	6,825.11	10.9	12,391.33	1.1		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
										0.00	
Total										\$2,851.69	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
10/26/2020	1065

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for October 2020										1,234.96
1/4 Campus Host Payroll Taxes for October 2020										109.33
1/4 Campus Host Workers Comp for October 2020										74.71
Campus Host Schedule B-05.2 for October 2020										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	09/29/2020 thru 10/26/2020									
Schedule	B-05.2									
		Current - Period				Year - To - Date				
		Period #4				Period #1 thru #4				
		This-Year		Last-Year		This-Year		Last-Year		
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio	
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	4,939.82	27.0	3,004.40	0.7	10,757.50	13.3	12,969.88	0.8		
Payroll Taxes	437.30	2.4	241.26	0.1	747.13	0.9	1,168.81	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	298.82	1.6	158.04	0.0	520.42	0.6	682.20	0.0		
Total P/R & Related	5,675.94	31.0	3,403.70	0.8	12,025.05	14.9	14,820.99	0.9		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	476.00	0.6	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	974.04	0.1		
Campus Host-Personnel Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	0.00	0.0	476.00	0.6	974.04	0.1		
Total Campus Host	5,675.94	31.0	3,403.70	0.8	12,501.05	15.5	15,795.03	1.0		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$1,419.00

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
11/30/2020	1068

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description						Amount	
1/4 Campus Host Wages for November 2020						3,535.44	
1/4 Campus Host Payroll Taxes for November 2020						151.98	
1/4 Campus Host Workers Comp for November 2020						105.32	
Campus Host Schedule B-05.2 for November 2020						0.00	
 Operating Report Quiet Cannon Montebello Inc.							
Period		10/27/20 thru 11/23/2020					
Schedule		B-05.2					
		Current - Period		Year - To - Date			
		Period #5		Period #1 thru #5			
		This-Year		Last-Year		This-Year	
		Amount Ratio		Amount Ratio		Amount Ratio	
Campus Host							
Payroll & Related Expenses							
Salaries and Wages		14,141.75	47.2	21,211.75	4.3	21,194.37	19.2
Payroll Taxes		607.91	2.0	1,789.98	0.4	1,027.05	0.9
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0
Workers Comp		421.31	1.4	1,115.73	0.2	717.60	0.6
Total P/R & Related		15,170.97	50.6	24,117.46	4.8	22,939.02	20.7
Other Expenses							
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	476.00	0.4
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Uniforms		0.00	0.0	0.00	0.0	2,123.24	1.9
Campus Host-Personnel Expens		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0
Total Other Expenses		0.00	0.0	0.00	0.0	2,599.24	2.3
Total Campus Host		15,170.97	50.6	24,117.46	4.8	25,538.26	23.1
Percentage based on total sales						39,912.49 1.9	
 Items paid solely by Quiet Cannon Montebello							
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts						0.00	
and repair/maintenance, Host Cell Phones, Campus Host oversight and management						0.00	
Total						S3,792.74	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
12/31/2020	1071

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for December 2020										4,318.81
1/4 Campus Host Payroll Taxes for December 2020										400.98
1/4 Campus Host Workers Comp for December 2020										227.17
Campus Host Schedule B-05.2 for December 2020										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 11/24/2020 thru 12/28/2020 Schedule B-05.2										
Current - Period Period #6										
Year - To - Date Period #1 thru #6										
Accounts										
Campus Host										
Payroll & Related Expenses										
Salaries and Wages 17,275.25 65.6 4,038.28 0.4 27,863.30 20.3 38,221.02 1.3 820000										
Payroll Taxes 1,803.80 6.1 281.54 0.0 2,175.01 1.6 3,240.33 0.1 820023										
Health and Welfare 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820024										
Workers Comp 908.68 3.5 212.46 0.0 1,310.32 1.0 2,010.39 0.1 820025										
Total P/R & Related 19,787.83 75.2 4,533.29 0.5 31,348.63 22.9 43,471.74 1.4										
Other Expenses										
Campus Host-Supplies 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820036										
Campus Host-Office Supplies 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820038										
Campus Host-Miscellaneous 0.00 0.0 0.00 0.0 478.00 0.3 0.00 0.0 820042										
Campus Host-Printing 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820045										
Campus Host-Telephone Exp 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820047										
Campus Host-Uniforms 173.76 0.7 0.00 0.0 2,297.00 1.7 974.04 0.0 820048										
Campus Host-Personnel Expens 32.00 0.1 0.00 0.0 32.00 0.0 0.00 0.0 820054										
Campus Host-Cart Expense 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820060										
Campus Host-Permits & Fees 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 820068										
Total Other Expenses 205.76 0.8 0.00 0.0 2,805.00 2.0 974.04 0.0										
Total Campus Host 19,993.59 75.9 4,533.29 0.5 34,153.63 24.9 44,445.78 1.5										
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
										0.00
Total										\$4,946.96

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
1/25/2021	1003

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount
1/4 Campus Host Wages for Jan 2021										3,600.75
1/4 Campus Host Payroll Taxes for Jan 2021										177.11
1/4 Campus Host Workers Comp for Jan 2021										189.40
Campus Host Schedule B-05 2 for Jan 2021										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 12/29/2020 thru 1/25/2021										
Schedule B-05 2										
Current - Period										
Period #7										
Year - To - Date										
Period #1 thru #7										
This-Year										
Last-Year										
Amount Ratio										
Amount Ratio										
Amount Ratio										
Amount Ratio										
Campus Host										
Payroll & Related Expenses										
Salaries and Wages										
Payroll Taxes										
Health and Welfare										
Workers Comp										
Total P/R & Related										
Other Expenses										
Campus Host-Supplies										
Campus Host-Office Supplies										
Campus Host-Miscellaneous										
Campus Host-Printing										
Campus Host-Telephone Exp										
Campus Host-Uniforms										
Campus Host-Personnel Expens										
Campus Host-Cart Expense										
Campus Host-Permits & Fees										
Total Other Expenses										
Total Campus Host										
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$3,967.26

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
2/22/2021	1005

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for Feb 2021										3,506.56
1/4 Campus Host Payroll Taxes for Feb 2021										161.86
1/4 Campus Host Workers Comp for Feb 2021										184.45
Campus Host Schedule B-05.2 for Feb 2021										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	1/26/2021 thru 2/22/2021									
Schedule	B-05.2									
	Current - Period Period #8				Year - To - Date Period #1 thru #8					
	This-Year		Last-Year		This-Year		Last-Year		Accounts	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	14,026.25	88.1	4,421.59	1.2	32,533.87	18.7	28,775.44	0.8	820000	
Payroll Taxes	647.43	4.1	443.76	0.1	1,796.61	1.0	2,611.61	0.1	820023	
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	820024	
Workers Comp	737.78	4.6	232.56	0.1	1,555.99	0.9	1,513.53	0.0	820025	
Total P/R & Related	15,411.46	96.8	5,097.91	1.4	35,886.47	20.6	32,900.58	0.9		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	820036	
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	820038	
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	476.00	0.3	0.00	0.0	820042	
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	820045	
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	820047	
Campus Host-Uniforms	0.00	0.0	0.00	0.0	2,466.92	1.4	974.04	0.0	820048	
Campus Host-Personnel Expenses	0.00	0.0	0.00	0.0	32.00	0.0	0.00	0.0	820054	
Campus Host-Carl Expense	0.00	0.0	0.00	0.0	37.13	0.0	0.00	0.0	820060	
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.2	0.00	0.0	820068	
Total Other Expenses	0.00	0.0	0.00	0.0	3,362.05	1.9	974.04	0.0		
Total Campus Host	15,411.46	96.8	5,097.91	1.4	39,248.52	22.5	33,874.62	0.9		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$3,852.87

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
3/29/2021	1007

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for March 2021										4,415.56	
1/4 Campus Host Payroll Taxes for March 2021										705.85	
1/4 Campus Host Workers Comp for March 2021										232.26	
Campus Host Schedule B-05.2 for March 2021										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		2/23/2021 thru 3/29/2021									
Schedule		B-05.2									
Current - Period											
Year - To - Date											
Period #9											
Period #1 thru #9											
This-Year											
Last-Year											
This-Year											
Last-Year											
Amount Ratio Amount Ratio Amount Ratio Amount Ratio											
Campus Host											
Payroll & Related Expenses											
Salaries and Wages 17,662.25 32.6 5,086.18 1.9 39,676.44 17.4 33,861.02 9.9											
Payroll Taxes 2,823.38 5.2 470.94 0.2 4,134.41 1.8 3,082.55 0.1											
Health and Welfare 0.00 0.0 1.95 0.0 0.00 0.0 1.95 0.0											
Workers Comp 929.03 1.7 258.08 0.1 1,931.67 0.8 1,771.61 0.0											
Total P/R & Related 21,414.66 39.5 5,817.15 2.2 45,742.52 20.0 38,717.73 1.0											
Other Expenses											
Campus Host-Supplies 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0											
Campus Host-Office Supplies 57.30 0.1 0.00 0.0 57.30 0.0 0.00 0.0											
Campus Host-Miscellaneous 0.00 0.0 0.00 0.0 476.00 0.2 0.00 0.0											
Campus Host-Printing 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0											
Campus Host-Telephone Exp 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0											
Campus Host-Uniforms 0.00 0.0 0.00 0.0 2,466.92 1.1 974.04 0.0											
Campus Host-Personnel Expenses 199.00 0.4 0.00 0.0 231.00 0.1 0.00 0.0											
Campus Host-Cart Expense 0.00 0.0 0.00 0.0 37.13 0.0 0.00 0.0											
Campus Host-Permits & Fees 0.00 0.0 0.00 0.0 350.00 0.2 0.00 0.0											
Total Other Expenses 256.30 0.5 0.00 0.0 3,618.35 1.6 974.04 0.0											
Total Campus Host 21,670.96 40.0 5,817.15 2.2 49,360.87 21.6 39,691.77 1.0											
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts											
and repair/maintenance, Host Cell Phones, Campus Host oversight and management											
0.00											
0.00											
Total										55,353.67	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
4/26/2021	1009

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for April 2021										3,363.00
1/4 Campus Host Payroll Taxes for April 2021										269.96
1/4 Campus Host Workers Comp for April 2021										176.90
Campus Host Schedule B-05.2 for April 2021										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	3/30/2021 thru 4/26/2021									
Schedule	B-05.2									
	Current - Period Period #10				Year - To - Date Period #1 thru #10					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	13,452.00	30.7	1,281.75	#DIV/0!	39,881.76	14.6	35,143.37	0.9		
Payroll Taxes	1,079.83	2.5	224.05	#DIV/0!	3,096.72	1.1	3,308.60	0.1		
Health and Welfare	0.00	0.0	0.00	#DIV/0!	0.00	0.0	1.95	0.0		
Workers Comp	707.58	1.6	67.42	#DIV/0!	1,942.47	0.7	1,839.03	0.0		
Total P/R & Related	15,239.41	34.8	1,573.22	#DIV/0!	44,920.95	16.5	40,290.95	1.0		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	#DIV/0!	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	#DIV/0!	57.30	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	#DIV/0!	476.00	0.2	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	#DIV/0!	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	#DIV/0!	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	782.16	1.8	0.00	#DIV/0!	3,249.08	1.2	974.04	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	#DIV/0!	231.00	0.1	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	#DIV/0!	37.13	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	#DIV/0!	350.00	0.1	0.00	0.0		
Total Other Expenses	782.16	1.8	0.00	#DIV/0!	4,400.51	1.6	974.04	0.0		
Total Campus Host	16,021.57	36.5	1,573.22	#DIV/0!	49,321.46	18.1	41,264.99	1.0		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$3,809.86

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
5/24/2021	1011

Bill To City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640
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Description										Amount
1/4 Campus Host Wages for May 2021										3,542.22
1/4 Campus Host Payroll Taxes for May 2021										502.28
1/4 Campus Host Workers Comp for May 2021										186.32
Campus Host Schedule B-05.2 for May 2021										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	04/27/2021 thru 05/24/2021									
Schedule	B-05.2									
	Current - Period Period #11				Year - To - Date Period #1 thru #11					
	This-Year		Last-Year		This-Year		Last Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	14,168.88	13.8	1,683.50	223.1	43,961.64	11.7	36,826.87	0.9		
Payroll Taxes	2,009.12	2.0	294.26	39.0	4,295.99	1.1	3,600.86	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	1.95	0.0		
Workers Comp	745.28	0.7	88.56	11.7	2,157.05	0.6	1,927.59	0.0		
Total P/R & Related	16,923.28	16.5	2,066.32	273.9	50,414.68	13.5	42,357.27	1.1		
Other Expenses										
Campus Host-Supplies	85.84	0.1	0.00	0.0	85.84	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	57.30	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	476.00	0.1	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	3,249.08	0.9	974.04	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	231.00	0.1	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	37.13	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.1	0.00	0.0		
Total Other Expenses	85.84	0.1	0.00	0.0	4,486.35	1.2	974.04	0.0		
Total Campus Host	17,009.12	16.6	2,066.32	273.9	54,901.03	14.6	43,331.31	1.1		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$4,230.82

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
6/28/2021	1012

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for June 2021										4,437.20
1/4 Campus Host Payroll Taxes for June 2021										399.95
1/4 Campus Host Workers Comp for June 2021										233.40
Campus Host Schedule B-05.2 for June 2021										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	05/25/21 thru 06/28/21									
Schedule	B-05.2									
	Current - Period Period #12				Year - To - Date Period #1 thru #12					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	17,748.80	9.9	2,436.75	20.7	51,063.78	9.2	39,263.62	1.0		
Payroll Taxes	1,599.78	0.9	172.18	1.5	4,388.93	0.8	3,773.04	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	1.95	0.0		
Workers Comp	933.59	0.5	128.18	1.1	2,531.68	0.5	2,055.77	0.1		
Total P/R & Related	20,282.17	11.3	2,737.11	23.3	58,004.39	10.5	45,094.38	1.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	85.84	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	57.30	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	478.00	0.1	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	894.48	0.5	0.00	0.0	4,143.56	0.7	974.04	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	231.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	37.13	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.1	0.00	0.0		
Total Other Expenses	894.48	0.5	0.00	0.0	5,380.83	1.0	974.04	0.0		
Total Campus Host	21,176.65	11.8	2,737.11	23.3	63,385.22	11.4	46,068.42	1.2		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$5,070.55

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
7.26.2021	1011

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for July 2021										3,552.06
1/4 Campus Host Payroll Taxes for July 2021										167.09
1/4 Campus Host Workers Comp for July 2021										186.84
Campus Host Schedule B-05.2 for July 2021										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 06/29/2021 thru 07/26/2021 Schedule B-05.2										
Current - Period Period #1										
Year - To - Date Period #1 thru #1										
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	14,208.25	6.1	1,481.11	8.1	14,208.25	6.1	1,481.11	8.1		
Payroll Taxes	668.36	0.3	101.83	0.6	668.36	0.3	101.83	0.6		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	747.35	0.3	75.50	0.4	747.35	0.3	75.50	0.4		
Total P/R & Related	15,623.96	6.8	1,658.44	9.1	15,623.96	6.8	1,658.44	9.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Campus Host	15,623.96	6.8	1,658.44	9.1	15,623.96	6.8	1,658.44	9.1		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$3,905.99

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
8/23/2021	1016

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for August 2021										3,722.41
1/4 Campus Host Payroll Taxes for August 2021										170.80
1/4 Campus Host Workers Comp for August 2021										195.80
Campus Host Schedule B-05.2 for August 2021										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	07/27/2021 thru 08/23/2021									
Schedule	B-05.2									
	Current - Period				Year - To - Date					
	Period #2				Period #1 thru #2					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	14,889.83	7.0	1,660.50	8.1	18,441.70	4.1	3,141.81	8.1		
Payroll Taxes	683.21	0.3	103.09	0.5	850.30	0.2	204.92	0.5		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	783.19	0.4	75.39	0.4	970.02	0.2	150.88	0.4		
Total P/R & Related	16,356.03	7.7	1,838.98	9.0	20,262.02	4.6	3,497.42	9.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	476.00	2.3	0.00	0.0	476.00	1.2		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	476.00	2.3	0.00	0.0	476.00	1.2		
Total Campus Host	16,356.03	7.7	2,314.98	11.4	20,262.02	4.6	3,973.42	10.3		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$4,089.01

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
9-27-2021	1017

Bill to
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for Sept 2021										4,562.00	
1/4 Campus Host Payroll Taxes for Sept 2021										191.89	
1/4 Campus Host Workers Comp for Sept 2021										239.96	
Campus Host Schedule B-05.2 for Sept 2021										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		08/24/2021 thru 09/27/2021									
Schedule		B-05.2									
				Current - Period Period #3				Year - To - Date Period #1 thru #3			
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		18,248.01	5.1	2,675.07	11.2	25,522.48	3.2	5,817.68	9.3		
Payroll Taxes		767.57	0.2	104.91	0.4	1,105.47	0.1	309.83	0.5		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		959.85	0.3	70.71	0.3	1,342.47	0.2	221.60	0.4		
Total P/R & Related		19,975.43	5.6	2,851.69	12.0	27,970.42	3.5	6,349.11	10.2		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.8		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.8		
Total Campus Host		19,975.43	5.6	2,851.69	12.0	27,970.42	3.5	6,825.11	10.9		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00	
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
Total										\$-1,993.85	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
10/25/2021	1040

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description									Amount	
1/4 Campus Host Wages for Oct 2021									3,765.44	
1/4 Campus Host Payroll Taxes for Oct 2021									306.14	
1/4 Campus Host Workers Comp for Oct 2021									198.06	
Campus Host Schedule B-05.2 for Oct 2021									0.00	
Operating Report Quiet Cannon Montebello Inc.										
Period	09/28/2021 thru 10/25/2021									
Schedule	B-05.2									
	Current - Period Period #4				Year - To - Date Period #1 thru #4					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	15,061.76	5.3	1,234.94	6.7	26,898.24	2.5	7,052.62	8.7		
Payroll Taxes	1,224.56	0.4	109.31	0.6	1,754.35	0.2	419.14	0.5		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	792.25	0.3	74.69	0.4	1,414.84	0.1	296.29	0.4		
Total P/R & Related	17,078.56	6.0	1,418.94	7.7	30,067.43	2.8	7,768.05	9.6		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.6		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	2,123.24	11.6	0.00	0.0	2,123.24	2.6		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	2,123.24	11.6	0.00	0.0	2,599.24	3.2		
Total Campus Host	17,078.56	6.0	3,542.18	19.3	30,067.43	2.8	10,367.29	12.8		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total									\$4,269.64	

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
11.22.2021	1041

Bill To
City of Montebello Golf Course
1600 Beverly Blvd
Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for Nov 2021										3,579.50
1/4 Campus Host Payroll Taxes for Nov 2021										284.71
1/4 Campus Host Workers Comp for Nov 2021										188.28
Campus Host Schedule B-05.2 for Nov 2021										0.00
										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	10/26/2021 thru 11/22/2021									
Schedule	B-05.2									
	Current - Period Period #5				Year - To - Date Period #1 thru #5					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	14,318.00	3.9	3,535.43	11.8	29,919.92	2.1	10,588.05	6.6		
Payroll Taxes	1,138.84	0.3	151.97	0.5	1,974.77	0.1	571.11	0.5		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	753.13	0.2	105.35	0.4	1,573.79	0.1	401.64	0.4		
Total P/R & Related	16,209.97	4.4	3,792.75	12.7	33,468.48	2.3	11,560.80	10.4		
Other Expenses										
Campus Host Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.4		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	2,123.24	1.9		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	0.00	0.0	0.00	0.0	0.00	0.0	2,599.24	2.3		
Total Campus Host	16,209.97	4.4	3,792.75	12.7	33,468.48	2.3	14,160.04	12.8		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts										0.00
and repair/maintenance, Host Cell Phones, Campus Host oversight and management										
Total										\$4,052.49

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
12/27/2021	1043

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description								Amount	
1/4 Campus Host Wages for Dec 2021								4,955.97	
1/4 Campus Host Payroll Taxes for Dec 2021								421.24	
1/4 Campus Host Workers Comp for Dec 2021								260.69	
Campus Host Schedule B-05.2 for Dec 2021								0.00	
								0.00	
Operating Report									
Quiet Cannon Montebello Inc.									
Period		11/23/2021 thru 12/27/2021							
Schedule		B-05.2							
		Current - Period				Year - To - Date			
		Period #6				Period #1 thru #6			
		This-Year		Last-Year		This-Year		Last-Year	
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
Campus Host									
Payroll & Related Expenses									
Salaries and Wages		19,823.88	5.2	4,318.82	16.4	39,005.30	2.1	14,906.87	10.9
Payroll Taxes		1,684.96	0.4	400.96	1.5	2,805.60	0.2	972.07	0.7
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Workers Comp		1,042.74	0.3	227.17	0.9	2,051.69	0.1	628.81	0.5
Total P/R & Related		22,551.58	5.9	4,946.95	18.8	43,862.59	2.4	16,507.75	12.1
Other Expenses									
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.3
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Uniforms		0.00	0.0	173.76	0.7	0.00	0.0	2,297.00	1.7
Campus Host-Personnel Expens		0.00	0.0	32.00	0.1	0.00	0.0	32.00	0.0
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Total Other Expenses		0.00	0.0	205.76	0.8	0.00	0.0	2,805.00	2.0
Total Campus Host		22,551.58	5.9	5,152.71	19.6	43,862.59	2.4	19,312.75	14.1
Percentage based on total sales									
Items paid solely by Quiet Cannon Montebello									
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management								0.00	
								0.00	
Total								\$5,637.90	

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
10/24/2000	1000000000

Bill To
City of Montebello Calif CA 90640
1600 Beverly Blvd
Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for Jan 2022										3,889.00	
1/4 Campus Host Payroll Taxes for Jan 2022										193.52	
1/4 Campus Host Workers Comp for Jan 2022										204.57	
Campus Host Schedule B-05 2 for Jan 2022										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		12/29/2021 thru 1/24/2022									
Schedule		B-05 2									
		Current - Period Period #7				Year - To - Date Period #1 thru #7					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		15,556.00	10.2	3,600.75	16.8	39,693.39	2.0	18,507.62	11.7		
Payroll Taxes		774.09	0.5	177.11	0.8	2,315.87	0.1	1,149.18	0.7		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		818.25	0.5	189.40	0.9	2,087.87	0.1	818.21	0.5		
Total P/R & Related		17,148.34	11.3	3,967.26	18.5	44,097.23	2.2	20,475.01	12.9		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.3		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	159.92	0.8	0.00	0.0	2,466.92	1.6		
Campus Host-Personnel Expens		0.00	0.0	0.00	0.0	0.00	0.0	32.00	0.0		
Campus Host-Cart Expense		0.00	0.0	37.13	0.2	0.00	0.0	37.13	0.0		
Campus Host-Permits & Fees		0.00	0.0	350.00	1.6	0.00	0.0	350.00	0.2		
Total Other Expenses		0.00	0.0	557.05	2.6	0.00	0.0	3,362.05	2.1		
Total Campus Host		17,148.34	11.3	4,524.31	21.1	44,097.23	2.2	23,837.06	15.0		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms, shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management											
										0.00	
										0.00	
Total										\$1,287.00	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
2/21/2022	1071

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount							
1/4 Campus Host Wages for Feb 2022										4,400.14							
1/4 Campus Host Payroll Taxes for Feb 2022										363.53							
1/4 Campus Host Workers Comp for Feb 2022										231.45							
Campus Host Schedule B-05.2 for Feb 2022										0.00							
Operating Report																	
Quiet Cannon Montebello Inc.																	
Period		01/25/2022 thru 02/21/2022															
Schedule		B-05.2															
										Current - Period		Year - To - Date					
										Period #8		Period #1 thru #8					
										This-Year		Last-Year		This-Year		Last-Year	
										Amount Ratio		Amount Ratio		Amount Ratio		Amount Ratio	
Campus Host																	
Payroll & Related Expenses																	
Salaries and Wages										17,600.56 9.4		3,506.57 22.0		45,626.95 2.1		22,014.19 12.6	
Payroll Taxes										1,454.13 0.8		161.85 1.0		3,189.54 0.1		1,311.03 0.6	
Health and Welfare										0.00 0.0		0.00 0.0		0.00 0.0		0.00 0.0	
Workers Comp										925.79 0.5		184.43 1.2		2,399.95 0.1		1,002.64 0.6	
Total PIR & Related										19,980.48 10.6		3,852.85 24.2		51,216.44 2.4		24,327.86 14.0	
Other Expenses																	
Campus Host-Supplies										79.14 0.0		0.00 0.0		79.14 0.0		0.00 0.0	
Campus Host-Office Supplies										24.99 0.0		0.00 0.0		24.99 0.0		0.00 0.0	
Campus Host-Miscellaneous										0.00 0.0		0.00 0.0		0.00 0.0		476.00 0.3	
Campus Host-Printing										0.00 0.0		0.00 0.0		0.00 0.0		0.00 0.0	
Campus Host-Telephone Exp										0.00 0.0		0.00 0.0		0.00 0.0		0.00 0.0	
Campus Host-Uniforms										0.00 0.0		0.00 0.0		0.00 0.0		2,468.92 1.4	
Campus Host-Personnel Expens										65.00 0.0		0.00 0.0		65.00 0.0		32.00 0.0	
Campus Host-Cart Expense										0.00 0.0		0.00 0.0		0.00 0.0		37.13 0.0	
Campus Host-Permits & Fees										0.00 0.0		0.00 0.0		0.00 0.0		350.00 0.2	
Total Other Expenses										169.13 0.1		0.00 0.0		169.13 0.0		3,362.05 1.9	
Total Campus Host										20,149.61 10.7		3,852.85 24.2		51,385.57 2.4		27,689.91 15.9	
Percentage based on total sales																	
Items paid solely by Quiet Cannon Montebello												0.00					
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management												0.00					
Total										\$4,995.12							

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
3/28/2022	1044

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount
1/4 Campus Host Wages for March 2022										5,394.32
1/4 Campus Host Payroll Taxes for March 2022										350.53
1/4 Campus Host Workers Comp for March 2022										283.74
Campus Host Schedule B-05.2 for March 2022										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	02/22/2022 thru 03/28/2022									
Schedule	B-05.2									
		Current - Period				Year - To - Date				
		Period #9				Period #1 thru #9				
		This-Year		Last-Year		This-Year		Last-Year		
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio	
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	21,577.57	5.1	4,415.57	8.1	54,004.10	2.1	26,429.78	11.6		
Payroll Taxes	1,402.12	0.3	705.86	1.3	3,501.07	0.1	2,016.89	0.9		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	1,134.98	0.3	232.25	0.4	2,640.58	0.1	1,234.89	0.5		
Total P/R & Related	24,114.67	5.7	5,353.68	9.9	60,345.75	2.3	29,681.54	13.0		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	79.14	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	57.30	0.1	24.99	0.0	57.30	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.2		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	2,466.92	1.1		
Campus Host-Personnel Expens	0.00	0.0	199.00	0.4	65.00	0.0	231.00	0.1		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	37.13	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	350.00	0.2		
Total Other Expenses	0.00	0.0	256.30	0.5	169.13	0.0	3,618.35	1.6		
Total Campus Host	24,114.67	5.7	5,609.98	10.4	60,514.88	2.3	33,299.89	14.6		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$6,028.59

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
4/25/2022	1074

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for April 2022										4,122.60
1/4 Campus Host Payroll Taxes for April 2022										291.10
1/4 Campus Host Workers Comp for April 2022										216.85
Campus Host Schedule B-05.2 for April 2022										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period 03/29/2022 thru 04/25/2022										
Schedule B-05.2										
Current - Period										Year - To - Date
Period #10										Period #1 thru #10
This-Year		Last-Year		This-Year		Last-Year				
Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	16,490.38	5.8	3,363.00	7.7	54,311.52	1.9	29,782.78	10.9		
Payroll Taxes	1,164.41	0.4	269.98	0.6	3,813.89	0.1	2,286.87	0.8		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	867.39	0.3	178.88	0.4	2,856.75	0.1	1,411.77	0.5		
Total P/R & Related	18,522.18	6.5	3,809.86	8.7	60,762.16	2.1	33,491.40	12.3		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	79.14	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	24.99	0.0	57.30	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.2		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	782.16	1.8	0.00	0.0	3,249.08	1.2		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	85.00	0.0	231.00	0.1		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	37.13	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	350.00	0.1		
Total Other Expenses	0.00	0.0	782.16	1.8	169.13	0.0	4,400.51	1.6		
Total Campus Host	18,522.18	6.5	4,592.02	10.5	60,951.29	2.1	37,891.91	13.9		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello.										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$4,630.55

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
5/23/2022	1077

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for May 2022										4,249.90
1/4 Campus Host Payroll Taxes for May 2022										610.60
1/4 Campus Host Workers Comp for May 2022										223.55
Campus Host Schedule B-05.2 for May 2022										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	04/26/2022 thru 05/23/2022									
Schedule	B-05.2									
Campus Host	Current - Period				Year - To - Date					
	Period #11				Period #1 thru #11					
Campus Host	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Payroll & Related Expenses										
Salaries and Wages	16,999.63	3.3	3,542.22	3.5	50,943.35	1.7	33,334.98	8.9		
Payroll Taxes	2,442.39	0.5	502.28	0.5	5,182.98	0.2	2,789.15	0.7		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	894.18	0.2	186.32	0.2	3,100.38	0.1	1,598.09	0.4		
Total P/R & Related	20,336.20	4.0	4,230.82	4.1	67,226.71	2.0	37,722.22	10.1		
Other Expenses										
Campus Host-Supplies	0.00	0.0	85.84	0.1	79.14	0.0	85.84	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	24.99	0.0	57.30	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.1		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	0.00	0.0	3,249.08	0.9		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	65.00	0.0	231.00	0.1		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	37.13	0.0		
Total Other Expenses	0.00	0.0	85.84	0.1	169.13	0.0	4,486.35	1.2		
Total Campus Host	20,336.20	4.0	4,316.66	4.2	67,395.84	2.0	42,208.57	11.3		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$5,084.05

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
6/27/2022	1045

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for June 2022										5,589.47
1/4 Campus Host Payroll Taxes for June 2022										496.44
1/4 Campus Host Workers Comp for June 2022										293.48
Campus Host Schedule B-05.2 for June 2022										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 05/24/2022 thru 06/27/2022 Schedule B-05.2										
Current - Period Period #12										Year - To - Date Period #1 thru #12
This-Year		Last-Year		This-Year		Last-Year				
Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio			
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	22,357.89	4.4	4,437.20	2.5	68,551.54	1.8	37,772.18	6.8		
Payroll Taxes	1,985.74	0.4	399.93	0.2	5,336.92	0.1	3,189.08	0.6		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	1,173.92	0.2	233.39	0.1	3,603.65	0.1	1,831.48	0.3		
Total P/R & Related	25,517.55	5.1	5,070.52	2.8	77,492.11	2.0	42,792.74	7.7		
Other Expenses										
Campus Host-Supplies	46.28	0.0	0.00	0.0	125.42	0.0	85.84	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	24.99	0.0	57.30	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	476.00	0.1		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	894.48	0.5	0.00	0.0	4,143.56	0.7		
Campus Host-Personnel Expens	64.00	0.0	0.00	0.0	129.00	0.0	231.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	0.00	0.0	37.13	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	350.00	0.1		
Total Other Expenses	110.28	0.0	894.48	0.5	279.41	0.0	5,380.83	1.0		
Total Campus Host	25,627.83	5.1	5,965.00	3.3	77,771.52	2.0	48,173.57	8.7		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$6,379.39

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
7-25-2022	1046

Bill To City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description								Amount	
1/4 Campus Host Wages for July 2022								4,766.06	
1/4 Campus Host Payroll Taxes for July 2022								371.90	
1/4 Campus Host Workers Comp for July 2022								250.70	
Campus Host Schedule B-05.2 for July 2022								0.00	
Operating Report Quiet Cannon Montebello Inc.									
Period 06/28/2022 thru 07/25/2022									
Schedule B-05.2									
				Current - Period		Year - To - Date			
				Period #1		Period #1 thru #1			
		This-Year		Last-Year		This-Year		Last-Year	
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
Campus Host									
Payroll & Related Expenses									
Salaries and Wages		19,064.26	6.6	3,552.07	1.5	19,064.26	6.6	3,552.07	1.5
Payroll Taxes		1,487.58	0.5	167.09	0.1	1,487.58	0.5	167.09	0.1
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Workers Comp		1,002.78	0.3	186.83	0.1	1,002.78	0.3	186.83	0.1
Total P/R & Related		21,554.62	7.5	3,905.99	1.7	21,554.62	7.5	3,905.99	1.7
Other Expenses									
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Uniforms		1,682.40	0.6	0.00	0.0	1,682.40	0.6	0.00	0.0
Campus Host-Personnel Expans		166.00	0.1	0.00	0.0	166.00	0.1	0.00	0.0
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Total Other Expenses		1,848.40	0.6	0.00	0.0	1,848.40	0.6	0.00	0.0
Total Campus Host		23,403.02	8.1	3,905.99	1.7				
Percentage based on total sales									
Items paid solely by Quiet Cannon Montebello									
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management								0.00	
								0.00	
Total								\$5,388.06	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
8/22/2022	1048

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for August 2022										4,993.79	
1/4 Campus Host Payroll Taxes for August 2022										411.31	
1/4 Campus Host Workers Comp for August 2022										262.67	
Campus Host Schedule B-05.2 for August 2022										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period		07/26/2022 thru 08/22/2022									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #2				Period #1 thru #2					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		19,975.14	4.3	3,722.40	1.7	24,741.22	3.3	7,274.47	1.5		
Payroll Taxes		1,645.23	0.4	170.81	0.1	2,017.11	0.3	337.90	0.1		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		1,050.69	0.2	195.79	0.1	1,301.37	0.2	382.62	0.1		
Total P/R & Related		22,671.06	4.9	4,089.00	1.9	28,059.70	3.7	7,994.99	1.8		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	1,682.40	0.2	0.00	0.0		
Campus Host-Personnel Expens		64.00	0.0	0.00	0.0	230.00	0.0	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses		64.00	0.0	0.00	0.0	1,912.40	0.3	0.00	0.0		
Total Campus Host		22,735.06	4.9	4,089.00	1.9	29,972.10	4.0	7,994.99	1.8		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello										0.00	
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
Total										\$5,667.77	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
9/26/2022	1051

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount
1/4 Campus Host Wages for Sept 2022										6,402.16
1/4 Campus Host Payroll Taxes for Sept 2022										552.68
1/4 Campus Host Workers Comp for Sept 2022										336.75
Campus Host Schedule B-05.2 for Sept 2022										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	08/23/2022 thru 09/26/2022									
Schedule	B-05.2									
Campus Host	Current - Period Period #3				Year - To - Date Period #1 thru #3					
	This-Year Amount	Ratio	Last-Year Amount	Ratio	This-Year Amount	Ratio	Last-Year Amount	Ratio		
Payroll & Related Expenses										
Salaries and Wages	25,608.64	6.5	4,562.01	1.3	35,368.49	3.1	11,836.48	1.5		
Payroll Taxes	2,210.71	0.6	191.90	0.1	2,993.89	0.3	529.80	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	1,347.01	0.3	239.97	0.1	1,860.37	0.2	622.59	0.1		
Total P/R & Related	29,166.36	7.3	4,993.88	1.4	40,222.75	3.5	12,988.87	1.6		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expenses	0.00	0.0	0.00	0.0	1,682.40	0.1	0.00	0.0		
Campus Host-Cart Expense	1,042.29	0.3	0.00	0.0	230.00	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	1,042.29	0.1	0.00	0.0		
Total Other Expenses	1,042.29	0.3	0.00	0.0	2,954.69	0.3	0.00	0.0		
Total Campus Host	30,208.65	7.6	4,993.88	1.4	43,177.44	3.8	12,988.87	1.6		
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms, shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$7,291.59

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
10/24/2022	1053

Bill To City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640
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Description										Amount
1/4 Campus Host Wages for Oct 2022										5,179.83
1/4 Campus Host Payroll Taxes for Oct 2022										215.28
1/4 Campus Host Workers Comp for Oct 2022										272.46
Campus Host Schedule B-05.2 for Oct 2022										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	09/27/2022 thru 10/24/2022									
Schedule	B-05.2									
	Current - Period				Year - To - Date					
	Period #4				Period #1 thru #4					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	20,719.32	5.2	3,765.44	1.3	36,881.33	2.4	15,601.92	1.4		
Payroll Taxes	881.13	0.2	308.13	0.1	2,196.98	0.1	835.93	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	1,089.84	0.3	198.07	0.1	1,939.96	0.1	820.66	0.1		
Total P/R & Related	22,670.29	5.6	4,269.64	1.5	41,018.27	2.6	17,258.51	1.6		
Other Expenses										
Campus Host-Supplies	22.84	0.0	0.00	0.0	22.84	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	1,682.40	0.1	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	230.00	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	1,042.29	0.1	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	22.84	0.0	0.00	0.0	2,977.53	0.2	0.00	0.0		
Total Campus Host	22,693.13	5.6	4,269.64	1.5	43,995.80	2.8	17,258.51	1.6		
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$5,667.57

Quiet Cannon Montebello Inc.

901 N. Via San Clemente

Montebello, CA 90640

Invoice

Date	Invoice #
11/21/2022	1055

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount
1/4 Campus Host Wages for Nov 2022										5,195.99
1/4 Campus Host Payroll Taxes for Nov 2022										419.96
1/4 Campus Host Workers Comp for Nov 2022										273.30
Campus Host Schedule B-05.2 for Nov 2022										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period 10/25/2022 thru 11/21/2022										
Schedule B-05.2										

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
12/26/2022	1057

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for Dec 2022										6,806.91
1/4 Campus Host Payroll Taxes for Dec 2022										616.88
1/4 Campus Host Workers Comp for Dec 2022										358.04
Campus Host Schedule B-05.2 for Dec 2022										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	11/22/2022 thru 12/26/2022									
Schedule	B-05.2									
	Current - Period Period #6				Year - To - Date Period #1 thru #6					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	27,227.64	3.0	4,955.97	1.3	53,765.45	1.7	24,137.39	1.3		
Payroll Taxes	2,467.50	0.3	421.24	0.1	4,438.58	0.1	1,541.88	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp	1,432.17	0.2	260.67	0.1	2,828.09	0.1	1,269.62	0.1		
Total P/R & Related	31,127.31	3.4	5,637.88	1.5	61,032.12	2.0	26,948.89	1.5		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	22.84	0.0	0.00	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous	120.04	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	1,682.40	0.1	0.00	0.0		
Campus Host-Personnel Expenses	44.09	0.0	0.00	0.0	274.09	0.0	0.00	0.0		
Campus Host-Cart Expense	0.00	0.0	0.00	0.0	1,042.29	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Total Other Expenses	164.13	0.0	0.00	0.0	3,141.66	0.1	0.00	0.0		
Total Campus Host	31,291.44	3.4	5,637.88	1.5	64,173.78	2.1	26,948.89	1.5		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$7,781.83

Quiet Cannon Montebello Inc

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
1/31/2023	106

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description										Amount	
1/4 Campus Host Wages for Jan 2023										5,896.06	
1/4 Campus Host Payroll Taxes for Jan 2023										508.65	
1/4 Campus Host Workers Comp for Jan 2023										310.13	
Campus Host Schedule B-05.2 for Jan 2023										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		12/27/2022 thru 01/23/2023				Year - To - Date					
Schedule		B-05.2				Period #1 thru #7					
		Current - Period									
		Period #7									
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		23,584.25	6.9	3,889.00	2.6	56,928.97	1.7	28,025.39	1.4		
Payroll Taxes		2,034.58	0.6	193.53	0.1	4,622.52	0.1	1,735.41	0.1		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		1,240.53	0.4	204.54	0.1	2,994.50	0.1	1,474.16	0.1		
Total P/R & Related		26,659.36	7.9	4,287.07	2.8	64,545.99	1.9	31,235.96	1.6		
Other Expenses											
Campus Host-Supplies		0.00	0.0	0.00	0.0	22.84	0.0	0.00	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	1,682.40	0.0	0.00	0.0		
Campus Host-Personnel Expens		0.00	0.0	0.00	0.0	274.09	0.0	0.00	0.0		
Campus Host Cart Expense		0.00	0.0	0.00	0.0	1,042.29	0.0	0.00	0.0		
Campus Host-Permits & Fees		350.00	0.1	0.00	0.0	350.00	0.0	0.00	0.0		
Total Other Expenses		350.00	0.1	0.00	0.0	3,491.66	0.1	0.00	0.0		
Total Campus Host		27,209.36	8.0	4,287.07	2.8	68,037.65	2.0	31,235.96	1.6		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello											
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts											
and repair/maintenance, Host Cell Phones, Campus Host oversight and management											
Total										\$6,714.8	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
2/28/2023	1070

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for Feb 2023										5,847.38	
1/4 Campus Host Payroll Taxes for Feb 2023										642.89	
1/4 Campus Host Workers Comp for Feb 2023										310.13	
Campus Host Schedule B-05.2 for Feb 2023										0.00	
Operating Report Quiet Cannon Montebello Inc.											
Period		01/24/2023 thru 02/20/2023				Year - To - Date					
Schedule		B-05 2				Period #8		Period #1 thru #8			
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		23,389.50	7.6	4,400.14	2.3	62,630.29	1.7	32,426.53	1.5		
Payroll Taxes		2,571.56	0.8	363.54	0.2	5,668.13	0.2	2,098.95	0.1		
Health and Welfare		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Workers Comp		1,230.29	0.4	231.44	0.1	3,294.40	0.1	1,705.60	0.1		
Total P/R & Related		27,191.35	8.9	4,995.12	2.7	71,592.82	1.9	36,231.08	1.7		
Other Expenses											
Campus Host-Supplies		132.28	0.0	79.14	0.0	155.12	0.0	79.14	0.0		
Campus Host-Office Supplies		0.00	0.0	24.99	0.0	0.00	0.0	24.99	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	1,682.40	0.0	0.00	0.0		
Campus Host-Personnel Expens		210.00	0.1	65.00	0.0	484.09	0.0	65.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	1,042.29	0.0	0.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	350.00	0.0	0.00	0.0		
Total Other Expenses		342.28	0.1	169.13	0.1	3,833.94	0.1	169.13	0.0		
Total Campus Host		27,533.63	9.0	5,164.25	2.7	75,426.76	2.0	36,400.21	1.7		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello										0.00	
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
Total										\$6,800.40	

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
3/31/2023	1070

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello, CA 90640

Description								Amount
1/4 Campus Host Wages for March 2023								7,284.22
1/4 Campus Host Payroll Taxes for March 2023								631.80
1/4 Campus Host Workers Comp for March 2023								383.15
Campus Host Schedule B-05.2 for March 2023								0.00
Operating Report Quiet Cannon Montebello Inc.								
Period	02/21/2023 thru 03/27/2023			Year - To - Date				
Schedule	B-05.2			Period #1 thru #9				
		Current - Period						
		Period #9						
		This Year	Last Year	This Year	Last Year	This Year	Last Year	
		Amount	Ratio	Amount	Ratio	Amount	Ratio	
Campus Host								
Payroll & Related Expenses								
Salaries and Wages	29,136.83	7.5	5,394.61	1.3	74,225.05	1.8	37,821.14	1.5
Payroll Taxes	2,527.18	0.7	350.53	0.1	6,266.54	0.2	2,449.48	0.1
Health and Welfare	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Workers Comp	1,532.60	0.4	283.75	0.1	3,904.29	0.1	1,989.36	0.1
Total P/R & Related	33,196.66	8.6	6,028.90	1.4	84,395.96	2.0	42,259.98	1.6
Other Expenses								
Campus Host-Supplies	0.00	0.0	0.00	0.0	155.12	0.0	79.14	0.0
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	24.99	0.0
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0
Campus Host-Uniforms	570.72	0.1	0.00	0.0	3,243.84	0.1	0.00	0.0
Campus Host-Personnel Expense	32.00	0.0	0.00	0.0	516.09	0.0	65.00	0.0
Campus Host-Cart Expense	759.00	0.2	0.00	0.0	1,792.29	0.0	0.00	0.0
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.0	0.00	0.0
Total Other Expenses	1,352.72	0.3	0.00	0.0	6,177.38	0.1	169.13	0.0
Total Campus Host	34,549.38	8.9	6,028.90	1.4	90,573.34	2.2	42,429.11	1.6
Percentage based on total sales								
Items paid solely by Quiet Cannon Montebello								0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms, shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management								0.00
Total								\$8,299.17

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
4/30/2023	1077

Bill To	
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640	

Description										Amount
1/4 Campus Host Wages for April 2023										5,580.44
1/4 Campus Host Payroll Taxes for April 2023										483.18
1/4 Campus Host Workers Comp for April 2023										293.53
Campus Host Schedule B-05.2 for April 2023										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	03/28/2023 thru 04/24/2023									
Schedule	B-05.2									
	Current - Period Period #10				Year - To - Date Period #1 thru #10					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	22,321.76	9.7	4,122.58	1.5	74,694.13	1.7	41,943.72	1.5		
Payroll Taxes	1,932.73	0.8	291.11	0.1	5,932.09	0.1	2,740.59	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	371.88	0.0	0.00	0.0		
Workers Comp	1,174.12	0.5	216.84	0.1	3,678.28	0.1	2,206.20	0.1		
Total P/R & Related	25,428.61	11.0	4,630.53	1.6	84,676.38	1.9	46,890.51	1.6		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	405.80	0.0	79.14	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	24.99	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	1,879.56	0.8	0.00	0.0	3,441.00	0.1	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	2,032.49	0.0	65.00	0.0		
Campus Host-Carl Expense	0.00	0.0	0.00	0.0	1,958.29	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.0	0.00	0.0		
Total Other Expenses	1,879.56	0.8	0.00	0.0	8,307.62	0.2	169.13	0.0		
Total Campus Host	27,308.17	11.8	4,630.53	1.6	92,984.00	2.1	47,059.64	1.6		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$6,357.15

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
5/30/2023	1080

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for May 2023										5,652.10
1/4 Campus Host Payroll Taxes for May 2023										801.84
1/4 Campus Host Workers Comp for May 2023										297.30
Campus Host Schedule B-05.2 for May 2023										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period	04/25/2023 thru 05/22/2023									
Schedule	B-05.2									
	Current - Period Period #11				Year - To - Date Period #1 thru #11					
	This-Year		Last-Year		This-Year		Last-Year			
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host										
Payroll & Related Expenses										
Salaries and Wages	22,608.38	5.7	4,249.93	0.8	80,561.19	1.7	46,193.65	1.4		
Payroll Taxes	3,207.36	0.8	610.59	0.1	7,689.01	0.2	3,351.18	0.1		
Health and Welfare	0.00	0.0	0.00	0.0	371.88	0.0	0.00	0.0		
Workers Comp	1,189.20	0.3	223.53	0.0	3,986.89	0.1	2,429.73	0.1		
Total P/R & Related	27,004.94	6.8	5,084.05	1.0	92,609.87	1.9	51,974.56	1.5		
Other Expenses										
Campus Host-Supplies	0.00	0.0	0.00	0.0	405.80	0.0	79.14	0.0		
Campus Host-Office Supplies	0.00	0.0	0.00	0.0	0.00	0.0	24.99	0.0		
Campus Host-Miscellaneous	0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms	0.00	0.0	0.00	0.0	3,441.00	0.1	0.00	0.0		
Campus Host-Personnel Expens	0.00	0.0	0.00	0.0	2,032.49	0.0	65.00	0.0		
Campus Host-Cart Expense	25.00	0.0	0.00	0.0	1,983.29	0.0	0.00	0.0		
Campus Host-Permits & Fees	0.00	0.0	0.00	0.0	350.00	0.0	0.00	0.0		
Total Other Expenses	25.00	0.0	0.00	0.0	8,332.62	0.2	169.13	0.0		
Total Campus Host	27,029.94	6.8	5,084.05	1.0	100,942.49	2.1	52,143.69	1.5		
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$6,751.24

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
6/28/2023	1085

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount	
1/4 Campus Host Wages for June 2023										7,531.75	
1/4 Campus Host Payroll Taxes for June 2023										662.09	
1/4 Campus Host Workers Comp for June 2023										396.17	
1/4 Campus Host Health & Welfare for June 2023										190.71	
Campus Host Schedule B-05.2 for June 2023										0.00	
Operating Report											
Quiet Cannon Montebello Inc.											
Period		06/23/2023 thru 06/26/2023									
Schedule		B-05.2									
		Current - Period				Year - To - Date					
		Period #12				Period #1 thru #12					
		This-Year		Last-Year		This-Year		Last-Year			
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio		
Campus Host											
Payroll & Related Expenses											
Salaries and Wages		30,127.01	4.5	5,589.48	1.1	93,731.90	1.7	51,787.13	1.3		
Payroll Taxes		2,648.35	0.4	490.42	0.1	7,932.74	0.1	3,847.60	0.1		
Health and Welfare		782.84	0.1	0.00	0.0	1,134.72	0.0	0.00	0.0		
Workers Comp		1,584.68	0.2	283.48	0.1	4,679.67	0.1	2,723.21	0.1		
Total PIR & Related		35,122.88	5.3	6,379.38	1.3	107,479.03	2.0	58,353.94	1.5		
Other Expenses											
Campus Host-Supplies		0.00	0.0	46.28	0.0	405.80	0.0	125.42	0.0		
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	0.00	0.0	24.99	0.0		
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	120.04	0.0	0.00	0.0		
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Uniforms		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0		
Campus Host-Personnel Expsns		0.00	0.0	64.00	0.0	3,441.00	0.1	0.00	0.0		
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	2,032.49	0.0	129.00	0.0		
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	1,983.29	0.0	0.00	0.0		
Total Other Expenses		0.00	0.0	0.00	0.0	350.00	0.0	0.00	0.0		
Total Campus Host		35,122.88	5.3	6,489.66	1.3	115,811.65	2.1	58,633.35	1.5		
Percentage based on total sales											
Items paid solely by Quiet Cannon Montebello										0.00	
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00	
Total										\$8,780.72	

901 N. Via San Clemente
Montebello, CA 90640

1110100

Date	Invoice #
7/26/2023	1088

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
1/4 Campus Host Wages for July 2023										5,616.00
1/4 Campus Host Payroll Taxes for July 2023										467.42
1/4 Campus Host Workers Comp for July 2023										295.40
1/4 Campus Host Health & Welfare for July 2023										0.00
Campus Host Schedule B-05.2 for July 2023										0.00
Operating Report										
Quiet Cannon Montebello Inc.										
Period	06/27/2023 thru 07/24/2023									
Schedule	B-05.2									
		Current - Period				Year - To - Date				
		Period #1				Period #1 thru #1				
		This-Year		Last-Year		This-Year		Last-Year		
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio	
Campus Host										
Payroll & Related Expenses										
Salaries and Wages		22,464.02	8.7	4,768.08	1.7	22,464.02	8.7	4,768.08	1.7	
Payroll Taxes		1,889.88	0.7	0.00	0.0	1,889.88	0.7	0.00	0.0	
Health and Welfare		0.00	0.0	371.88	0.1	0.00	0.0	371.88	0.1	
Workers Comp		1,181.81	0.5	0.00	0.0	1,181.81	0.5	0.00	0.0	
Total P/R & Related		25,515.29	9.8	5,137.96	1.8	25,515.29	9.8	5,137.96	1.8	
Other Expenses										
Campus Host-Supplies		0.00	0.0	250.88	0.1	0.00	0.0	250.88	0.1	
Campus Host-Office Supplies		21.82	0.0	0.00	0.0	21.82	0.0	0.00	0.0	
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Uniforms		61.30	0.0	0.00	0.0	61.30	0.0	0.00	0.0	
Campus Host-Personnel Expens		0.00	0.0	1,682.40	0.6	0.00	0.0	1,682.40	0.6	
Campus Host-Cart Expense		328.32	0.1	168.00	0.1	328.32	0.1	168.00	0.1	
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Total Other Expenses		411.44	0.2	2,089.08	0.7	411.44	0.2	2,089.08	0.7	
Total Campus Host		25,926.73	10.0	7,237.04	2.5	25,926.73	10.0	7,237.04	2.5	
Percentage based on total sales										
Items paid solely by Quiet Cannon Montebello										0.00
Host Training, Host State of CA Certification and Registration, Host Uniforms: shirts/jackets/hats, Host Carts and repair/maintenance, Host Cell Phones, Campus Host oversight and management										0.00
Total										\$6,378.82

Quiet Cannon Montebello Inc.

901 N. Via San Clemente
Montebello, CA 90640

Invoice

Date	Invoice #
9/27/2023	1094

Bill To
City of Montebello Golf Course 1600 Beverly Blvd Montebello CA 90640

Description										Amount
25% Campus Host Wages for Sept 2023										7,205.91
25% Campus Host Payroll Taxes for Sept 2023										517.32
25% Campus Host Workers Comp for Sept 2023										379.03
25% Campus Host Health & Welfare for Sept 2023										123.55
25% Campus Host Operating Expenses for Sept 2023										0.00
Campus Host Schedule B-05.2 for Sept 2023										0.00
Operating Report Quiet Cannon Montebello Inc.										
Period Schedule		08/22/2023 thru 09/26/2023 B-05.2								
		Current - Period Period #3				Year - To - Date Period #1 thru #3				
		This Year		Last Year		This Year		Last Year		
		Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio	
Campus Host										
Payroll & Related Expenses										
Salaries and Wages		28,523.84	7.1	8,402.18	1.8	37,801.93	4.0	18,182.01	1.4	
Payroll Taxes		2,058.28	0.5	552.67	0.1	2,807.56	0.3	983.97	0.1	
Health and Welfare		484.18	0.1	0.00	0.0	838.72	0.1	371.88	0.0	
Workers Comp		1,518.12	0.4	335.78	0.1	1,883.84	0.2	588.44	0.1	
Total PIR & Related		32,584.42	8.1	9,290.63	1.8	43,341.84	4.6	18,097.30	1.6	
Other Expenses										
Campus Host-Supplies		0.00	0.0	0.00	0.0	0.00	0.0	250.88	0.0	
Campus Host-Office Supplies		0.00	0.0	0.00	0.0	21.82	0.0	0.00	0.0	
Campus Host-Miscellaneous		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Printing		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Telephone Exp		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Uniforms		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Campus Host-Personnel Expens		0.00	0.0	0.00	0.0	488.58	0.0	0.00	0.0	
Campus Host-Cart Expense		0.00	0.0	0.00	0.0	7.05	0.0	1,748.40	0.2	
Campus Host-Permits & Fees		0.00	0.0	1,042.28	0.3	328.32	0.0	1,208.29	0.1	
Campus Host-Permits & Fees		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	
Total Other Expenses		0.00	0.0	1,042.28	0.3	813.77	0.1	3,285.37	0.3	
Total Campus Host		32,584.42	8.1	10,332.91	2.1	44,155.61	4.7	21,382.67	1.9	
Percentage based on total sales										
										Total
										\$8,225.81

Acting City Manager, Arlene Salazar
1600 W. Beverly Blvd
Montebello, Ca. 90640

Hi Arlene,

Hope this letter finds you well. I am including invoices for Saldana Landscape Monthly Maintenance which was approved by Rene Bobadilla, City Manager and contracted around the exterior building areas for \$832.00 per month January 2022- December 2022 and \$865.28 January 2023 onwards. The invoices include weed abatement and minor sprinkler repairs.

Total Saldana Landscape invoices from January 2022 – April 2023 for 16 months totaling \$17,576.23 are enclosed, this includes all exterior areas around the old pro-shop, cart barn and building with apologies as we have been lagging in our billing process due to Covid and change-over in our accounting department.

If you have any questions, could you please let me know so I can clarify.

Thank you,

Sean Shamim
General Manager

Landscape Saldana	Month	Invoice	Amount	Description
Year				
2022				
	January	1251	\$850.00	
	February	1251	\$850.00	
	March	1252	\$832.00	
	April	1253	\$832.00	
	May	1254	\$832.00	
	June	1255	\$1,934.00	Repair & Monthly Maintenance
	July	1258	\$832.00	
	August	1257	\$832.00	
	September	1258	\$832.00	
	October	1259	\$832.00	
	November	1261	\$3,825.11	Repair & Monthly Maintenance
	December	1262	\$832.00	
2023				
	January	1264	\$865.28	
	February	1265	\$865.28	
	March	1266	\$865.28	
	April	1268	\$865.28	
	May	1272 & 1269	\$2,607.71	Repair & Monthly Maintenance
	June	1271	\$865.28	
	July	1274	\$865.28	
	August	1275	\$865.28	
	September	1277	\$865.28	
	October	3412 & 3413	\$10,000.00	Irrigation Repairs
TOTAL:			\$33,645.06	

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724 4500 fax 323 724.4470

Invoice No.

1251

INVOICE**Customer**

Name Cl. of Montebello
Address 1600 Beverl Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 5/11/2023
Function Date 2/18/2022
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- Weed abatement on 11/5/20	\$18.00	\$18.00
1	Saldana Landscape- Monthly service for Jan'22	\$832.00	\$832.00
1	Saldana Landscape- Weed abatement on 1/20/22	\$18.00	\$18.00
1	Saldana Landscape- Monthly service for Feb'22	\$832.00	\$832.00

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL **\$1,700.00**

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1252

INVOICE**Customer**

Name City of Montebello
Address 1800 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 3/11/2022
Function Date 3/1/22
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- Monthly service for March 2022	\$832.00	\$832.00

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL \$832.00

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N Via San Clemente
Montebello, CA 90640
323.724 4500 fax 323.724.4470

Invoice No. 1253

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverl Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 4/1/2022
Function Date 4/1/2022
Function Name Saldana Landscap e

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- Monthly service for April 2022	\$832.00	\$832.00
			\$832.00
			Less Deposit
			Less Commission
			TOTAL \$832.00

Payment Details

- ☐ Cash
☒ Check
☐

Office Use Only

Thank you for your patronage

**901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470**

1254

Customer

Name	City of Montebello
Address	1600 Beverly Blvd
City	Montebello
Attn:	Accts Rec.

State Ca ZIP 90640

Function Date 5/1/22

Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- Monthly service for May 2022	\$832.00	\$832.00
			\$832.00

Payment Details

☐ Cash

☒ Check

☐

Less Deposit	
Less Commission	
TOTAL	\$832.00

Payment Details

☐ Cash
☒ Check
☐

Office Use Only

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QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1255

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 6/24/2022
Function Date May 2022
Function Name Saldana Landscap e

Q	Description	Unit Price	TOTAL
1	Saldana Land- Rpl broken sprinklers and repair two PVC	\$566.00	\$566.00
1	Saldana Land- June 2022 Maintenance	\$832.00	\$832.00
1	Saldana Land- Drip line leak repairs	\$336.00	\$336.00
1	Saldana Land- Irrigation Maintenance and replace timer	\$200.00	\$200.00

Payment Details

☐ Cash
☒ Check
☐

\$1,934.00
Less Deposit
Less Commission
TOTAL \$1,934.00

Office Use Only

Thank you for your patronage

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

1257

Customer

Name	City of Montebello		
Address	1600 Beverly Blvd		
City	Montebello	State	Ca ZIP 90640
Attn:	Accts Rec.		

Invoice Date 8/29/2022
Function Date Aug. 2022
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Land- Aug 2022 Maintenance	\$832.00	\$832 00

☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL	\$832.00
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Office Use Only

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QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1258

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 9/9/2022
Function Date Jul'22 & Sept'22
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Land- July 2022 Maintenance (skipped Inv.)	\$832.00	\$832.00
1	Saldana Land- September 2022 Maintenance	\$832.00	\$832.00

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL **\$1,664.00**

Office Use Only

Thank you for your patronage

**901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470**

1259

Customer

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 10/5/2022
Function Date Octobert 2022
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Land- October 2022 Maintenance	\$832.00	\$832.00

☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL	\$832.00
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Office Use Only

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QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1261

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 11/2/2022
Function Date 11/1/2022
Function Name Saldana/CH Metal

Qty	Description	Unit Price	TOTAL
1	Saldana Land- November 2022 Maintenance	\$832.00	\$832.00
1	C&H Metal- Fabricate new half section of Iron near Hilton Garden Inn.	\$2,993.11	\$2,993.11

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL \$3,825.11

Office Use Only

Thank you for your patronage

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1262

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 12/2/2022
Function Date 12/2/2022
Function Name Saldana/CH Metal

Qty	Description	Unit Price	TOTAL
1	Saldana Land- December 2022 Maintenance	\$832.00	\$832.00

Payment Details

☐ Cash
☒ Check

Less Deposit
Less Commission

TOTAL	\$832.00
--------------	-----------------

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1264

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 1/20/2023
Function Date 1/2/23
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- January 2023 Maintenance	\$865.28	\$865.28
			\$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL \$865.28

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1265

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 3/1/2023
Function Date 2/1/23
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Saldana Landscape- February 2023 Maintenance	\$865.28	\$865.28
			\$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission
TOTAL \$865.28

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1266

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 4/26/2023
Function Date 4/2/2023
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape March 2023 Maintenance	\$865.28	\$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL \$865.28

Office Use Only

Thank you for your patronage

**901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470**

1268

Customer

Name	City of Montebello		
Address	1600 Beverly Blvd		
City	Montebello	State	Ca ZIP 90640
Attn:	Accts Rec.		

Invoice Date 5/12/2023
Function Date 5/1/2023
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape April 2023 Maintenance	\$865.28	\$865.28

☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL	\$865.28
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Office Use Only

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QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1269

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 6/1/2023
Function Date 5/1/2023
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape May 2023 Maintenance	\$865.28	\$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL \$865.28

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1272

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 7/1/2023
Function Date 5/17/23
Function Name C&H Metal Products

Qty	Description	Unit Price	TOTAL
1	C&H Metal- Fabricate parts for Tube Gate at Via San Clemente by Hilton Garden Inn entrance near neighborhood area.	\$1,742.43	\$1,742.43

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission
TOTAL **\$1,742.43**

Office Use Only

Thank you for your patronage

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

1271

Customer

Name	City of Montebello		
Address	1600 Beverly Blvd		
City	Montebello	State	Ca ZIP 90640
Attn:	Accts Rec.		

Invoice Date 7/5/2023
Function Date 6/2/23
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape June 2023	\$865.28	\$865.28
			\$865.28

☐ Cash
 ☒ Check
 ☐

Less Deposit

Less Commission

TOTAL

\$865.28

\$865.28

Payment Details

☐ Cash
☒ Check

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1274

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 8/1/2023
Function Date 7/2/23
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape July 2023	\$865.28	\$865.28
			\$865.28
			Less Deposit
			Less Commission
			TOTAL \$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1275

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 8/30/2023
Function Date 8/2/23
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape August 2023	\$865.28	\$865.28
			\$865.28
			Less Deposit
			Less Commission
			TOTAL \$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Office Use Only

Thank you for your patronage

QUIET CANNON MONTEBELLO INC.

901 N. Via San Clemente
Montebello, CA 90640
323.724.4500 fax 323.724.4470

Invoice No.

1277

INVOICE**Customer**

Name City of Montebello
Address 1600 Beverly Blvd
City Montebello State Ca ZIP 90640
Attn: Accts Rec.

Invoice Date 9/30/2023
Function Date 9/2/2023
Function Name Saldana Landscape

Qty	Description	Unit Price	TOTAL
1	Monthly on going- Saldana Landscape September 2023 Maintenance	\$865.28	\$865.28

Payment Details

- ☐ Cash
☒ Check
☐

Less Deposit
Less Commission

TOTAL **\$865.28**

Office Use Only

Thank you for your patronage

Maverick Hospitality Inc.

17662 Irvine Blvd Ste 4
Tustin, CA 92780

Purchase Order

Date	P.O. No.
9/14/2023	3413

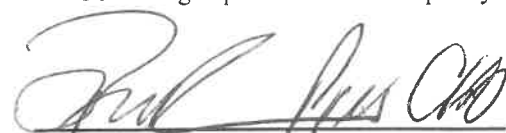
Vendor			Ship To		
Saldana Landscape Inc. 2904 Glenaven Avenue Alhambra, Ca 91803			Quiet Cannon Montebello Inc. 901 N Via San Clemente Montebello CA 90640		
Vendor Phone	323.263.6941	Del/Start Date	Compl Date	FOB	Ship Via
Vendor Fax	323.269.1993	9/15/2023	10/14/2023	Job Site	Your Truck
Vendor E-mail	gsaldana21@yahoo.com		Terms	Per PO See Below	
Description			Qty	Rate	Amount
Approval by James to do and B/C City of Montebello, To provide all materials and labor to re-route existing irrigation mainline of the Banquet Hall and Night Club away from the golf course and connect to the building potable drinking water via a backflow. The work is temporary till the golf course becomes on line again.					
SCH 40 Pipe: Schedule 40 Pipe 3/4"					
Qty: 5; \$100.00					
BACKFLOW: backflow device 2" (one for night club and the other for hotel)					
Qty: 0.50; \$600.00					
LABOR...\$3300.00					
B/C City of Montebello					
Terms: Payment upon completion, approval, and acceptance,					
Total Price includes all labor, materials, overtime, delivery, taxes, etc.				4,000.00	4,000.00
PAYMENT CANNOT BE MADE WITHOUT RECEIPT OF A FULLY EXECUTED, UNALTERED ACCEPTANCE				Total	\$4,000.00

For Billing Inquires: MaverickHospitalityAcctg@gmail.com

Print Name & Title

Authorizing Signature & Acceptance under
the terms & conditions stated herein

DATE


Authorizing Signature of Issuer

DATE

Maverick Hospitality Inc.

17662 Irvine Blvd Ste 4
Tustin, CA 92780

Purchase Order

Date	P.O. No.
9/14/2023	3412

Vendor			Ship To		
Saldana Landscape Inc. 2904 Glenaven Avenue Alhambra, Ca 91803			Hotel Adventures LLC dba Hilton Garden Inn Montebello 801 N. Via San Clemente Montebello, CA 90640		
Vendor Phone	323.263.6941	Del/Start Date	Compl Date	FOB	Ship Via
Vendor Fax	323.269.1993	9/15/2023	10/14/2023	Job Site	Your Truck
Vendor E-mail	gsaldana21@yahoo.com		Terms	Per PO See Below	
Description			Qty	Rate	Amount
Approved by James to do and B/C City of Montebello, To provide all materials and labor to re-route existing irrigation mainline away from the golf course and connect to the hotel's potable drinking water via a backflow device.					
SCH 40 Pipe: Schedule 40 Pipe Fittings Qty: 1; \$180.00 SCHE 40 PIPE 2": Sche 40 Pipe 1 1/2" UV Pipe Qty: 2.5517241; \$370.00 BACKFLOW: backflow device 1 1/2" Qty: 1; \$1,700.00 EQUIPMENT RENTAL: Trencer Qty: 1; \$250.00 LABOR...\$3500.00 B/C City of Montebello Terms: Payment upon completion, approval, and acceptance, Total Price includes all labor, materials, overtime, delivery, taxes, etc.				6,000.00	6,000.00
PAYMENT CANNOT BE MADE WITHOUT RECEIPT OF A FULLY EXECUTED, UNALTERED ACCEPTANCE				Total	\$6,000.00

For Billing Inquires: MaverickHospitalityAcctg@gmail.com

Print Name & Title

Authorizing Signature & Acceptance under
the terms & conditions stated herein

DATE

Authorizing Signature of Issuer

DATE

**REIMBURSEMENT AGREEMENT NO. 4161 BETWEEN THE CITY OF
MONTEBELLO AND QUIET CANNON MONTEBELLO, INC.**

THIS REIMBURSEMENT AGREEMENT ("Agreement") dated November ____, 2023 is entered into between the CITY OF MONTEBELLO (hereinafter referred to as "CITY") and QUIET CANNON MONTEBELLO INC., a California corporation (hereinafter referred to as "QCM").

RECITALS

A. QCM is a party to a License Agreement with the CITY, dated August 15, 1978. QCM and the CITY amended the License Agreement 1st Amendment on April 28, 1980, 2nd Amendment on March 8, 1982, 3rd Amendment on August 25, 1987, 4th Amendment on October 10, 1988, 5th Amendment October 7, 1997, 6th Amendment on June 2, 1998, 7th Amendment on October 19, 1999; 8th amendment on September 27, 2001; and the Clubhouse and Hotel Food and Beverage Agreement dated November 29, 2001. (The Agreement as amended is hereinafter referred to collectively as the "License Agreement").

B. In addition to the duties and responsibilities set forth in the License Agreement, the QCM also oversees related golf course campus security activities, which is intended for safety and security of patrons and employees of the various golf course campus facilities as defined herein and includes, the Quiet Cannon Conference and Event Center, the Hilton Garden Inn and Home2Suites hotels, the Armenian Monument, Bicknell Park and other related portions of the golf course facilities (these collective properties, buildings, parking lots and related amenities shall be referred to as the "Golf Course Resort").

C. QCM has provided and paid for security activities and personnel for the Golf Course Resort for a period from July 2019 to September 2023.

D. The CITY and QCM had previously agreed by oral agreement for the CITY to reimburse QCM one-fourth (1/4th) of the QCM base cost for these expenses. QCM has provided and paid for landscape activities for a period from January 2022 to September 2023.

E. In addition to the above security expenses, the CITY will also agree to reimburse QCM for one hundred percent (100%) of the landscape maintenance costs for the Golf Course Resort.

F. The purpose of this Agreement is to memorialize in writing the duties and responsibilities of the CITY and QCM regarding providing security and landscaping costs for the Golf Course Resort and the CITY's responsibility to reimburse QCM for the cost incurred for providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Recitals

The Recitals set forth above are made a part of this Agreement.

2. Term

This Agreement shall be effective for the term of the License Agreement, as it may be amended and shall terminate upon the termination of the License Agreement between QCM and the CITY for any reason whatsoever or as mutually agreed upon by the parties.

3. Obligations and Rights of QCM

QCM, pursuant to the following terms and conditions, agrees to provide the CITY and for the benefit of the Golf Course Resort with the following services:

(a) Security and Safety Measures

QCM shall hire qualified, licensed personnel to provide security and safety measures and programs for the Golf Course Resort, including patrons, customers, QCM and hotel personnel. The services provided herein shall include, but not be limited to, training, licensing, uniform costs, certification, communications and related safety and security staffing and services.

(b) Landscape Maintenance

QCM shall hire qualified, licensed landscape maintenance personnel to properly maintain and upkeep the landscape of the Golf Course Resort.

4. Charging, Invoicing & Payment

QCM shall provide CITY with a quarterly accounting of security and safety costs and expenses. These invoices shall be submitted within five (5) business days from the following dates, January 1, April 1, July 1 and October 1. The CITY shall have the right to review and evaluate the accuracy and appropriateness of the requested payments from QCM. The CITY shall have a thirty (30) day period to determine the accuracy and appropriateness of the requested charges and if the CITY disputes the payments, it shall meet and confer with QCM to establish the amount to be paid by the CITY. The City Manager, or his/her designee shall have the authority to meet and confer with QCM and upon agreement of the amount, shall have the ability to authorize payment of the agreed upon amount to be paid to QCM. Failure by QCM to timely invoice the CITY as required herein may result in the CITY's denial of payment for that quarter and may be deemed a default under this Agreement.

The CITY shall reimburse QCM the following amounts and approve payments as follows:

For Security and Safety Measures for the period from July 2019 to September 2023, the amount of \$249,672.81.

For Landscape Maintenance service for the period from January 2022 to January 2023, the amount of \$33,645.06.

5. Insurance Requirements

QCM, at its cost, shall maintain public liability insurance with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, insuring against all liability arising out of and in connection with the service of safety and security measures and landscape and maintenance services. The CITY shall be named as co-insureds, and the policy shall contain cross-liability endorsements. The insurance required hereunder shall be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an "A" status as rated in the most recent edition of Best Insurance Reports. Each policy shall contain an endorsement requiring thirty (30) days notice from the insurance company to both parties before cancellation or change in scope, coverage, or amount.

6. Indemnity

QCM shall indemnify and defend CITY, its employees, agents, officers, directors and shareholders from all liability for any loss, damage, or injury to persons or property arising from or related to the performance of this Agreement, including without limitation, all consequential damages and attorney fees and costs.

7. Limitations on Assignments

QCM shall not sell, assign, transfer or encumber this Agreement or any right or interest in or under this Agreement, or suffer or permit any sale, assignment, transfer or encumbrance to occur by operation of law, without the prior written consent of CITY.

The term, sell, assign, or transfer, as used in this Agreement shall include any sale, assignment, or transfer of fifty (50%) or more of the membership interest of QCM or substantially all the assets of QCM. In the event of any such sale, assignment or transfer as herein defined without the prior written consent of CITY, CITY may, at its sole discretion, immediately terminate this Agreement without prior demands or notices.

Subject to this requirements of this paragraph, this Agreement shall inure to the benefit of and bind the successors and assigns of both the parties hereto.

8. Termination

CITY may terminate this Agreement at its option by giving written notice of termination to QCM should the following occur:

- A) QCM be adjudged as bankrupt;
- B) QCM become insolvent or have a receiver of its assets or property appointed because of insolvency;
- C) QCM defaults in the performance of any obligation under this Agreement;
- D) If the License Agreement is terminated for any reason whatsoever;

9. Attorney's Fees

If any party to this Agreement resorts to a legal action or arbitration to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees & costs in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

10. Entire Agreement

This Agreement supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject to this Agreement. Any prior arrangements, promises, or negotiations not expressly set forth herein are of no force or effect.

11. Governing laws

This Agreement shall be governed by and construed in accordance with laws of the State of California.

12. Waiver

The waiver of any breach of any provision of this Agreement by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No waiver shall be binding unless in writing signed by the party to be charged.

13. Severability

The provisions contained in this Agreement shall be severable and in the event that any term or condition contained herein are deemed unlawful or unenforceable, it shall have no effect in the enforceability of all other provisions of this Agreement.

14. Notices

All notices required by this Agreement shall be in writing and shall be sufficiently given and served upon the other party if sent by Federal Express signature required or registered or certified United States mail, postage prepaid and addressed as follows:

If Sent to the City

City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
Attention: City Manager

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroad Parkway North Suite 400
Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

If Sent to QCMI:

Quiet Cannon Montebello, Inc.
17662 Irvine Blvd, Suite 4
Tustin, CA 92780
Attention: President/CEO

With a copy to:

Harper & Burns LLP
453 Glassel Street
Orange, California 92666
Attention: John Harper, Esq.

15. No Change to License Agreement.

By entering into this Agreement, CITY and QCM expressly agree that the terms of the existing License Agreement remains in full force and effect. Only the terms of providing security and safety services and landscape maintenance services at the Golf Course Resort and the reimbursement of those services are being addressed by this Agreement.

This Reimbursement Agreement is hereby entered into the date as stated above in Montebello, California.

QUIET CANNON MONTEBELLO, INC.

By: _____
Its: President & CEO, Brad Perrin

CITY OF MONTEBELLO

By: _____
Its: Mayor, David Torres

Acknowledged and approved:

By: _____
Its: City Clerk, Christopher Jimenez



ITEM # 22

**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 SOLE-SOURCE PURCHASE OF A FARO TECHNOLOGIES, INC. TRAFFIC LASER SCANNER**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a sole-source purchase order with Faro Technologies, Inc, for the total not-to-exceed amount of \$65,000 to procure a laser scanner used for traffic accident 3-D reconstruction; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

During the Fiscal Year 2023-24 budget preparation, a request to purchase the laser scanner was submitted and approved for \$65,000. Funding for the laser scanner is included in the Asset Forfeiture fund, and has been appropriated in the Fiscal Year 2023-24 budget (Account No. 230-99-847-6010.50, Asset Forfeiture, Justice Department, Machinery and Equipment-Computer Hardware). Therefore, no budget adjustment is needed as sufficient funding exists in the adopted budget.

BACKGROUND/DISCUSSION:

The Police Department requested the purchase of a laser scanner capable of creating accurate, photorealistic 3D representations of any environment or object in just a few minutes (Attachment A). The FARO Technologies, Inc. device is capable of inspecting and mapping a space necessary for the forensic documentation, accident reconstruction, and crime scene investigation required to meet prosecutor standards. The current equipment the Department has been using is a loaned device from a vendor since the previous decades old scanner was no longer repairable.

There are several benefits to using a laser scanner for crime scene or traffic crash reconstruction:

- **Accurate measurements:** A laser scanner can capture millions of points of data in a short amount of time, creating a highly accurate and detailed 3D model of the scene. This can provide precise measurements of distances, angles, and elevations that may be difficult to obtain manually.
- **Time-saving:** The laser scanner can capture data much faster than traditional methods, such as using a tape measure or total station. This can save a significant amount of time and effort, especially in large or complex scenes.
- **Reduced contamination:** Using a laser scanner can minimize the need for physical contact with the scene, reducing the risk of contamination and preserving evidence.
- **Enhanced visualization:** The 3D model generated by a laser scanner can provide an immersive and detailed view of the scene, which can aid in analysis and reconstruction.
- **Improved documentation:** The data captured by the laser scanner can be easily stored and shared, providing a permanent record of the scene that can be reviewed and analyzed at any time.

Overall, investing in a laser scanner for crime scene or traffic crash reconstruction can provide significant benefits in terms of accuracy, efficiency, and documentation, ultimately leading to more effective investigations and improved outcomes.

ENVIRONMENTAL:

N/A

ANALYSIS:

As a small to mid-size police agency, the Montebello Police Department must delegate many of the responsibilities and duties at a crime scene to skilled and qualified individuals within the department. To reach a level of expertise can take an employee several years of experience and hundreds of hours in training. This leaves a small number of qualified personnel that can properly document a scene. This can cause the process of evidence collection and scene analysis to take several hours. While there is no replacement for the human component, there are tools that can greatly assist in capturing the critical data that needs to be gathered at a crime scene.

FARO Technologies, Inc. is the only manufacturer of the software FAROSENSE for processing and analyzing laser scan data which will be used in conjunction with the FARO FOCUS laser scanner to capture accurate and complete measurements of crime scenes and provide a 3-D visualization of the scene. FARO is the sole developer and manufacturer of the FARO technologies. Staff is requesting to purchase and utilize this technology for better crime scene re-creation and criminal prosecution.

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Staff from the Traffic Unit have conducted thorough research and determined that this equipment and software solution is proprietary and only available from one source (Attachment B). Therefore, it is requested that the City Council authorize this purchase as a sole source under Montebello Municipal Code Chapter 3.20.050(B) – Conformance with Bidding Procedures, which states: "Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except: Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms."

SUMMARY:

Staff recommends that City Council approve purchasing equipment and software from FARO for the total not-to-exceed amount of \$65,000 and direct staff to take such additional related, action that may be desirable. Funding for the software and equipment has been included in the Fiscal Year 2023-24 adopted budget (Account No. 230-99-847-6010.50, Asset Forfeiture, Justice Department, Machinery and Equipment-Computer Hardware). Therefore, no budget amendments are needed with the recommended actions.

ATTACHMENT(S)

1. Attachment A-Faro Quote
2. Attachment B-Faro Sole Source letter

NEXT STEPS:

N/A

**ZNET
TECH** LLC

FARO®

1122-4-Montebello

Remit To:
ZNet Tech, LLC
4827 Rugby Ave Suite 200B
Bethesda, MD 20814
301 200-4715 office
301 200-4716 fax

Ship To: Montebello Police Dept
1600 W Beverly Blvd
Address: Montebello, CA 90640-3932

Customer bill-to:
Address: 2300074

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**FARO Technologies, Inc.**

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234 Nasdaq: FARO

Fax: +1.407.333.4181 www.FARO.com

February 23, 2023

To Whom It May Concern,

FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO") is the sole developer and manufacturer of the FARO Focus Laser Scanners, including the , Focus Premium, Focus Core, and FocusS Laser Scanners, , FARO Freestyle 2, FARO Focus Thermal Covers, SCENE™ software, FARO Zone™ 3D and FARO Zone™ 2D software. FARO is also the sole provider of the software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. While some of the foregoing goods and services are offered through distributors, the origin of those goods and services remains from FARO.

FARO was founded in 1982 and is now a global organization. FARO is headquartered in Lake Mary, Florida. FARO's European regional headquarters is in Stuttgart, Germany, and FARO's Asia/Pacific regional headquarters is in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, and Japan.

FARO designs, develops, manufactures, markets, and supports software-driven 3D measurement and imaging solutions. FARO products permit high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. Customers also use FARO devices to inspect, plan, and document spaces or structures, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation and reconstruction, arson investigation, post-blast investigation, fire and security pre-planning, and augmented/virtual reality.

With a wide variety of features – including range, image quality, and capture speed – FARO's Focus Laser Scanners can reduce the effort involved in documenting, measuring, and analyzing forensic scenes. Then, using the scan data in FARO software, distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely, and reliably. The FARO Zone™ software merges the FARO Focus point cloud data into a simple to use program for full scene documentation, 2D and 3D diagrams, animations, crash, and crime scene reconstruction.

FARO customers use scan technology to get the right results in an age of limited resources. With hundreds of thousands of units sold worldwide, FARO products reliably measure success throughout the world. FARO's forensic customers include the federal government, various intelligence organizations, the U.S. military, and many state and municipal agencies.

Please feel free to contact us with any questions,

Rob Miller
 Director, AECO Segment
Rob.Miller@FARO.com
 +1 407.333.9911 x1334
 FARO Technologies, Inc.
 250 Technology Park
 Lake Mary, Florida 32746



ITEM # 23

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

**SUBJECT: AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION OF THE
SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR
AVENUE**

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the Plans and Estimate for the Construction of the Senior Center Renovation Project at 115 S. Taylor Avenue; and
2. Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
3. Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the notice of Exemption with Los Angeles Registrar-Recorder; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The project is grant funded and will be utilizing two separate funding sources: Community Development Block Grant (CDBG) funds (\$342,000) and Los Angeles County Regional Park and Open Space District Measure A Annual Allocation funds (\$349,643). The total project cost is expected to be approximately \$691,643. Anticipating continued progress on this project, funding has been appropriated in the Fiscal Year 2023-24 budget. Therefore, no budget amendment is needed at this time.

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space, Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, replacing the expiring Proposition A funding source to ensure

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

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parks, open spaces, beaches, and waterways are built and protected for future generations. Measure A is distributed into seven funding categories, one of them being the Annual Allocations program. Annual allocations are distributed using set formulas to local municipalities on an annual basis. Municipalities must submit an application for proposed funding and have the option to allow funds to accrue. The City plans to utilize Measure A Annual Allocation funding to partially fund the Senior Center Renovation Project (\$349,643).

The remainder of the project cost will utilize Community Development Block Grant (CDBG) funds. The Department of Housing and Urban Development's CDBG Program aims to support community development activities to build stronger and more resilient communities. CDBG funds are distributed to local jurisdictions for projects that align with their goals. A portion of CDBG funds distributed to the City will be used for the Senior Center Renovation Project (\$342,000).

The Senior Center Renovation Project is located at 115 South Taylor Avenue, and it aims to rehabilitate the functional space of the downstairs area of the Montebello Senior Center located at City Park in order to provide greater opportunities to the community. Renovation will allow for the City to better serve those who utilize the Senior Center by creating a multi-functional space. The City currently hosts a variety of recreational programs including art classes, fitness programs, and a senior lunch program. The project allows for the City to continue providing high quality programming and facilities to the community.

The proposed project makes improvements to lighting, flooring, storage, and restrooms. The project scope also includes the addition of a fitness area and a computer room that will be available for use by seniors. Additionally, the proposed design includes multi-functional space that can be utilized for recreational classes, community group meetings, and facility rentals.

Maintenance and operation of the new construction will be the responsibility of the Recreation and Community Services Department. Since the project is partially funded with Measure A Annual Allocation funds, the City will be eligible to utilize Measure A Maintenance and Servicing funds which can be used for maintenance costs for the project after construction is completed.

ENVIRONMENTAL:

Notice of Exemption will be filed to the Office of Planning and Research.

ANALYSIS:

The Engineer's Estimate of construction costs for this project is \$691,643. ***The anticipated project schedule is as follows:***

Advertise for Construction Bids

December 14, 2023

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Page 3 of 3

Bid Closing Date	January 10, 2024
Award of Contract	February 28, 2024
Start Construction	March 2024
Complete Construction	September 2024

SUMMARY:

Upon the approval of the City Council of the recommended action, staff will coordinate the advertisement of the project for construction bids. Following the opening of sealed bids, staff will recommend award of the construction contract at a subsequent City Council meeting. The draft Notice of Inviting Bids is in draft form and staff anticipates that the release will be on or about

ATTACHMENT(S)

1. Attachment A - Notice Inviting Bids for Senior Center Renovation Project at 115 S. Taylor Ave.
2. Attachment B - Notice of Exemption
3. Attachment C - Plans & Specifications for Senior Center - 115 S. Taylor Ave.

NEXT STEPS:

N/A

ATTACHMENT A

NOTICE INVITING SEALED BIDS

FOR

SENIOR CENTER RENOVATION PROJECT AT 115 S. TAYLOR AVENUE

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids **electronically ONLY thru PlanetBids**, <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>, **by 10:00 a.m. on Thursday, December 14, 2023**. They will be publicly opened in the City Council Chambers shortly after on the above date.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the "Project", and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction "Greenbook" and 201 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available on the City's website at <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet thru PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from planholders, are to be posted on the website.

Questions: All questions relative to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 p.m. on Thursday, December 28, 2023**.

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 Imperial Highway

Norwalk, CA 90650

From: (Public Agency): City of Montebello

1600 W Beverly Blvd

Montebello, CA 90640

(Address)

Project Title: Senior Center Renovation Project

Project Applicant: City of Montebello

Project Location - Specific:

115 S. Taylor Ave

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Renovate and utilize the area of the current Senior Center facility with expanded programming and usage.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Rita Montalvo, P.E.

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency

Contact Person: Rita Montalvo, P.E. Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: ACTING Director of Public Works

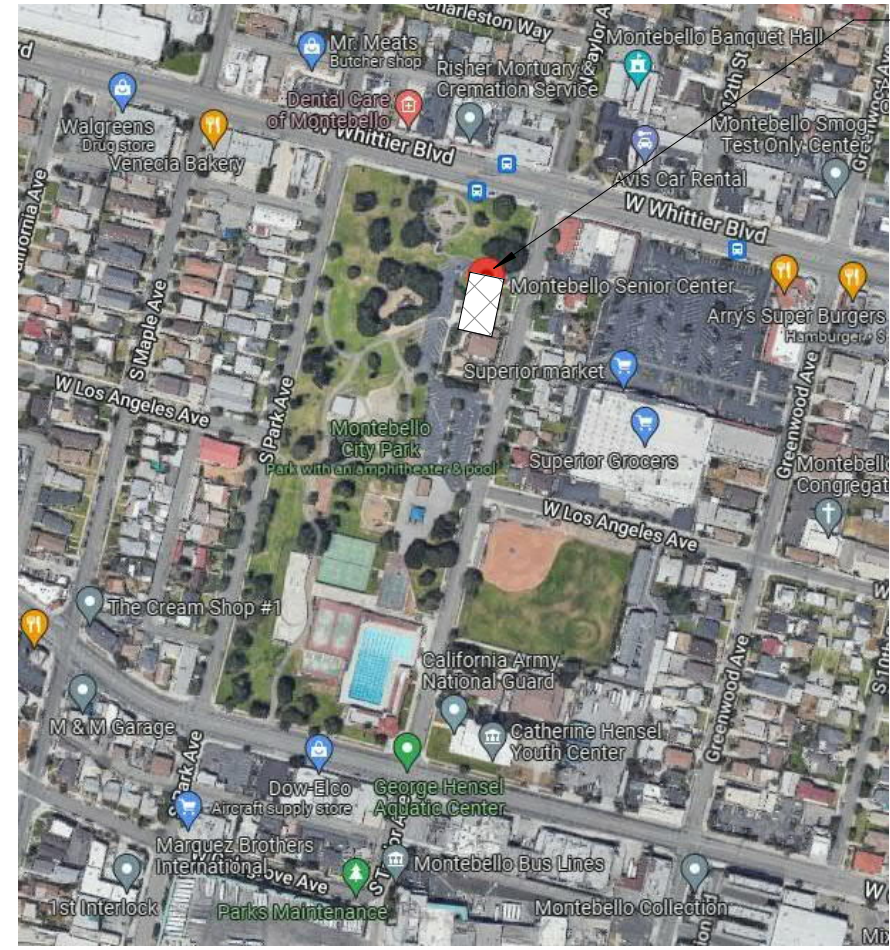
☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

CITY OF MONTEBELLO SENIOR CENTER RENOVATION

115 S. TAYLOR AVE, MONTEBELLO, 90640



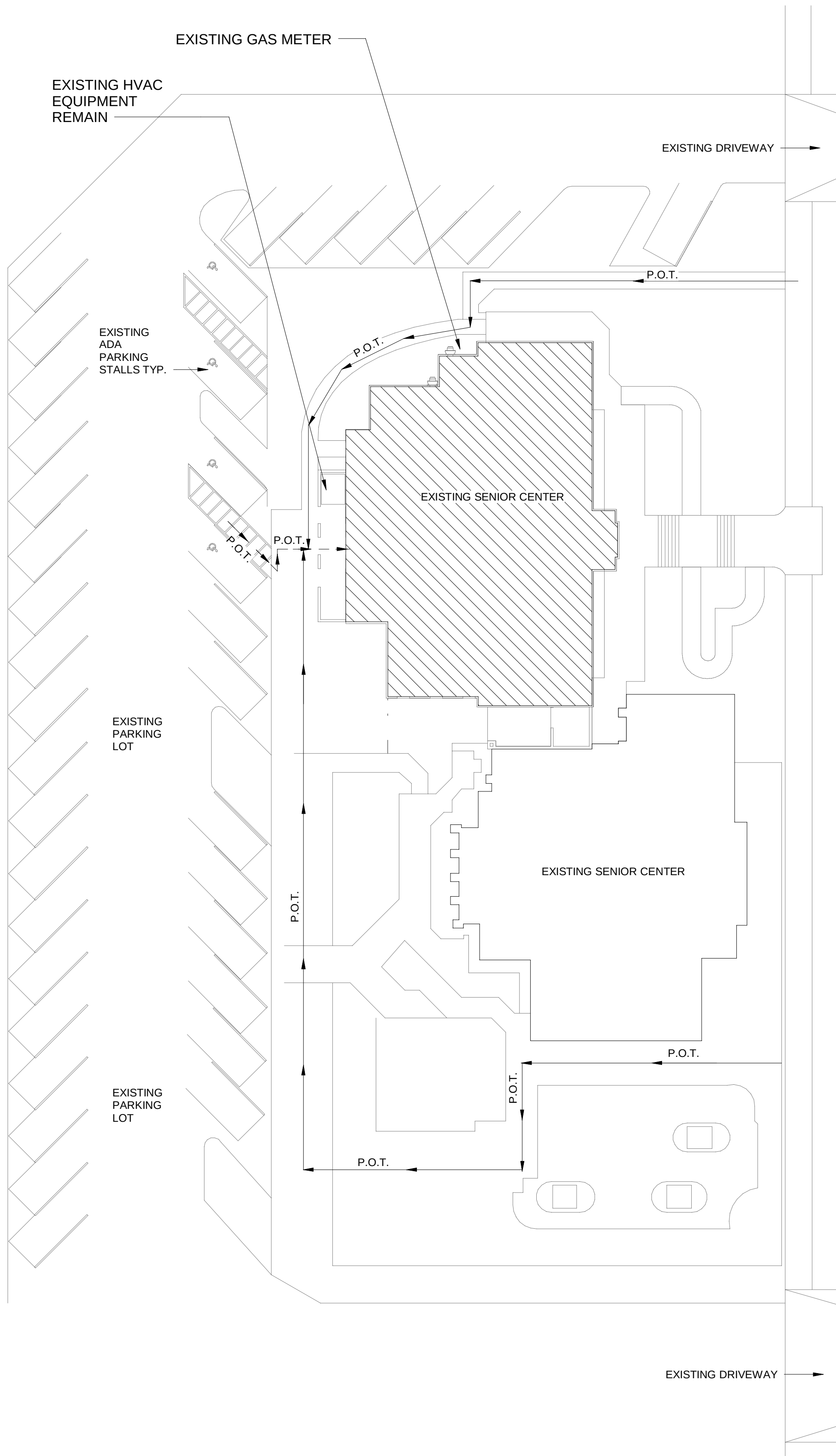
LOCATION MAP

1

&	AND	I.D.	INSIDE DIAMETER
∠	ANGLE	INSUL	INSULATION
@	AT	INT	INTERIOR
⊕	CENTERLINE	JAN	JANITOR
⊖	DIAMETER OR ROUND	JT	JOINT
#	PERPENDICULAR	KIT	KITCHEN
	ROUND OR NUMBER	LAM	LAMINATE
ACC.	ACCESSIBLE	LAV	LAVATORY
ACCUS.	AIR CONDITIONING	LT	LIGHT
AD.	ADJUSTABLE	LT	MAXIMUM
ADJ.	ALUMINUM	M.C.	MEDICINE CABINET
APPROX.	APPROXIMATE	MECH	MECHANICAL
ARCH.	ARCHITECTURAL	MEMB	MEMBRANE
ASPH.	ASPHALT	MTL	METAL
A.T.	ACOUSTICAL TILE	MFR	MANUFACTURER
BD.	BOARD	MIN	MINIMUM
BITUM.	BITUMINOUS	MISC	MISCELLANEOUS
BLDG.	BUILDING	M.O.	MASONRY OPENING
BLK	BLOCK	MTD	MOUNTED
BM	BEAM	MRG	MOISTURE RESISTANT
BOT	BOTTOM	MUL	MULLION
CAB	CABINET	MWO	MICROWAVE OVEN
C.B.	CATCH BASIN	N	NORTH
CEM	CEMENT	N.C.	NOT IN CONTRACT
CER	CERAMIC	NO.	NUMBER
C.I.	CAST IRON	NOM	NOMINAL
CLG.	CEILING	N.T.S.	NOT TO SCALE
CLKG	CEILING	O	OVER
CLR	CLEAR	OBS	OBSCURE
CMU	CONCRETE MASONRY UNIT	O.C.	ON CENTER
COL	COLUMN	O.D.	OUTSIDE DIAMETER
CONC.	CONCRETE	OFF	OFFICE
CONN.	CONNECTION	OPNG	OPENING
CONST.	CONSTRUCTION	OPP	OPPOSITE
CONT.	CONTINUOUS	PRGST	PRECAST
C.T.	CERAMIC TILE	PL	PLATE
CTR	CENTER	P. LAM.	PLASTIC LAMINATE
DBL	DOUBLE	PLAS	PLASTER
DEPT.	DEPARTMENT	PLYWD	PLYWOOD
D.F.	DEPARTMENT	PR	PAIR
DIA	DIAMETER	PT	POINT
DET	DETAIL	Q.T.	QUARRY TILE
DIM	DIMENSION	R	RISER
DISP	DISPENSER	RADI	RADIUM
DN	DOWN	R.D.	ROOF DRAIN
DR	DOOR	REF	REFERENCE
DS	DOWNSPOUT	REFR	REFRIGERATOR
DWG	DRAWING	REINF	REINFORCED
E	EAST	REQ	REQUIRED
EA	EACH	RESIL	RESILIENT
ELC	ELEVATION	RM	ROOM
ELEC	ELECTRICAL	R.O.	ROUGH OPENING
ELEV	ELEVATOR	RWD	REDWOOD
EMER	EMERGENCY	S	SOUTH
ENCL	ENCLOSURE	SC	SOLID CORE
EQ	EQUAL	SCHED	SCHEDULE
EQPT	EQUIPMENT	SECT	SECTION
(E) OR EXIST	EXISTING	SH	SHelf
EXP	EXPOSED	SHR	SHOWER
EXP	EXPANSION	SHT	SHEET
EXT	EXTERIOR	SIM	SIMILAR
F.A.	FIRE ALARM	SPEC	SPECIFICATION
F.D.	FLOOR DRAIN	SQ	SQUARE
FND	FOUNDATION	S.S.TL	STAINLESS STEEL
F.E.C.	FIRE EXTINGUISHER	S.S.K	SERVICE SINK
FIN	FINISH	STA	STATION
FL	FLOOR	STD	STANDARD
FLSH	FLASHING	STL	STEEL
FLUOR	FLUORESCENT	STOR	STORAGE
F.O.C.	FACE OF CONCRETE	STRUC	STRUCTURAL
F.O.F.	FACE OF FINISH	SUSP	SUSPENDED
F.O.S.	FACE OF STUD	SYM	SYMMETRICAL
FPRF	FIREPROOF	TRD	TREAD
FT	FOOT OR FEET	TOWEL	TOWEL BAR
FTG	FOOTING	T.C.	TOP OF CURB
FURR	FURRING	TEL	TELEPHONE
GA	GAUGE	TEL	TONQUE AND GROOVE
GALV	GALVANIZED	THK	THICK
G.D.	GARBAGE DISPOSAL	T.P.	TOP OF PAVEMENT
G.I.	GALVANIZED IRON	TV	TELEVISION
GL	GLASS	T.W.	TOP OF WALL
GND	GROUND	TYP.	TYPICAL
GR	GRADE	UNF	UNFINISHED
GYP	GYPSPUM	U.N.O.	UNLESS OTHERWISE NOTED
H.B.	HOLLOW CORE	UR	URINAL
H.C.	HOLLOW CORE	VERT	VERTICAL
HDWD	HARDWOOD	VEST	VESTIBULE
HDWE	HARDWARE	W	WEST
HM	HOLLOW METAL	W.C.	WATER CLOSET
HORIZ	HORIZONTAL	WD	WOOD
HR	HOUR	WID	WITHOUT
HT	HEIGHT	WP	WATERPROOF
		WSCOT	WAINSCOT
		WT	WEIGHT
		W.I.	WROUGHT IRON

ABBREVIATIONS

30



2 SITE PLAN ENLARGED
SCALE: 1" = 20'-0"

SOUTH TAYLOR AVE

PATH OF TRAVEL

NOTE: P.O.T. = P.O.T. = P.O.T.
PATH OF TRAVEL FOR ACCESSIBILITY SHALL BE 2% MAX CROSS SLOPE AND 5% MAX AT WALKWAYS. PATH OF TRAVEL AT PARKING SHALL BE 2% MAX. SLOPE IN ANY DIRECTION

APPLICABLE CODES

5

LEGAL DESCRIPTION:

ASSESSOR'S MAP	6350002900
PARCEL:	GOVERNMENT OWNED
TYPE OF CONSTRUCTION:	TYPE 5
TYPE OF OCCUPANCY:	B
NO. OF STORIES:	2
FIRE SPRINKLER:	N/A

BUILDING DATA

7

OWNER CITY OF MONTEBELLO 2737 W 2ND STREET, CA 902376	MECHANICAL ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: KEVIN FRIEDMAN T: 714-913-8393
ARCHITECT BOA ARCHITECTURE 1511 COTA AVENUE LONG BEACH, CA 90813 CONTACT: EDWARD LOK NG P: 562-912-7900 E: LOK.NG@BOAARCHITECTURE.COM	ELECTRICAL ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: KEVIN FRIEDMAN T: 714-913-8393
	PLUMBING ENGINEER ENGINEERING DESIGN ANALYSIS INC. 17601 E. 17TH STREET, SUITE 225 TUSTIN, CA 91780 CONTACT: KEVIN FRIEDMAN T: 714-913-8393

PROJECT DIRECTORY

8

- GENERAL CONTRACTOR TO BE RESPONSIBLE FOR ALL DEMOLITION IN PREPARATION FOR NEW WORK.
- PATCH, RESTORE, AND REFINISH ALL AREAS DAMAGED BY THE CONSTRUCTION WORK AND DEMOLITION.
- REPAIR ALL TRANSITIONAL AREAS BETWEEN EXISTING AND NEW WORK DUE TO DEMOLITION.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK, REPORTING ANY DISCREPANCIES TO THE DESIGNER.
- WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS ON THE DRAWINGS.
- GENERAL CONTRACTOR TO BE RESPONSIBLE FOR ALL DEMOLITION IN PREPARATION FOR NEW WORK.
- PATCH, RESTORE, AND REFINISH ALL AREAS DAMAGED BY THE CONSTRUCTION WORK AND DEMOLITION.
- REPAIR ALL TRANSITIONAL AREAS BETWEEN EXISTING AND NEW WORK DUE TO DEMOLITION.
- PROTECT EXISTING CONSTRUCTION FINISHES, ADJACENT PROPERTY, PLANTING AND TREES. PROTECT THE WORK FROM RAIN AND OTHER NATURAL ELEMENTS. REPAIR, REFINISH, OR REPLACE ANY ITEMS DAMAGED DURING CONSTRUCTION.
- NEW AND EXISTING WALLS/CEILING SURFACES SHALL BE PAINTED WHERE NOTED. SCRAPE, SAND, AND REMOVE ALL EXISTING LOOSE PAINT PER MANUFACTURER'S SPEC. AND PREPARE SURFACES FOR NEW PRIMER & PAINT. CONTRACTOR SHALL BE AWARE OF THE LEAD-BASED REPORT INCLUDED IN THE SPECIFICATIONS AND INCLUDE THE REMEDIATION AS DIRECTED.
- COORDINATE WITH ENGINEER PRIOR TO DEMOLITION FOR ITEMS TO BE SALVAGED.
- UTILITY SERVICES: CONTRACTORS AND SUB-CONTRACTORS SHALL CONFIRM LOCATIONS OF UTILITIES AND NOTIFY ALL PERSONS WORKING ON SITE OF EXISTING UTILITIES. CONTRACTOR SHALL LOCATE AND IDENTIFY ACTIVE UTILITIES SERVICES AND TEMPORARY DE-ACTIVATE THEM WHEN THEY CONSTITUTE A HAZARD. LOCATION OF GAS, ELECTRIC AND WATER METERS TO CONFORM WITH UTILITY COMPANY REQUIREMENTS.
- REGARDING DEMOLITION, CAP ALL EXISTING UTILITIES & PREPARE FOR NEW WORK AS REQUIRED.
- CONTRACTOR SHALL PROVIDE TEMPORARY TOILET IN ACCORDANCE WITH LOCAL ORDINANCES IF NO EXISTING TOILET AVAILABLE ON SITE.
- CONTRACTOR SHALL PROVIDE TEMPORARY TOILET IN ACCORDANCE WITH LOCAL ORDINANCES IF NO EXISTING TOILET AVAILABLE ON SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL GOVERNING BLDG. CODES AND CITY ORDINANCES.
- CONTRACTOR CAN PROVIDE "OR APPROVED EQUAL" MANUFACTURER FOR ALL NAMED MANUFACTURES.
- CONTRACTOR TO COORDINATE WITH CITY IT DEPARTMENT REGARDING REMOTE/ WIFI ACTIVATION FOR NEW SECURITY CAMERAS, LIGHTS, HAND DRYER AND POWER.

GENERAL NOTES

10 SYMBOL LEGEND

SHEET INDEX

A1.0	TITLE SHEET, SITE PLAN, & NOTES
A2.0	DEMOLITION FLOOR PLAN
A2.1	RENOVATION FLOOR PLAN
A2.2	DEMOLITION REFLECTED CEILING PLAN
A2.3	RENOVATION REFLECTIVE CEILING PLAN
A3.0	INTERIOR ELEVATIONS
A3.1	INTERIOR ELEVATIONS
A4.0	BUILDING SECTIONS
A5.0	DETAILS
A5.1	ACCESSIBLE DETAILS
A5.2	DETAILS
E1.0	LEGEND, SCOPE OF WORK, DRAWING INDEX, SINGLE LINE
E1.1	PROJECT NOTES
E2.0	SITE
E2.1	DEMOLITION POWER PLAN
E2.2	DEMOLITION LIGHTING PLAN
E2.3	RENOVATION POWER PLAN
E2.4	RENOVATION LIGHTING PLAN
E3.0	PANEL SCHEDULES
E4.0	TITLE 23
M1.0	LEGEND, SCOPE OF WORK, DRAWING INDEX, SCHEDULES
M1.1	PROJECT NOTES
M2.0	DEMOLITION FLOOR PLAN
M2.1	RENOVATION PIPING FLOOR PLAN
M3.0	DETAILS
M4.0	TITLE 24- MECHANICAL
P1.0	NOTES, LEGEND SCHEDULES, INDEX, ABBREVIATIONS
P1.1	PROJECT NOTES
P2.0	SITE PLAN
P2.1	FLOOR PLAN
P2.2	ENLARGED RESTROOM FLOOR PLAN
P3.0	WASTE & VENT HOT & COLD WATER ISOMETRICS, DETAIL

SCOPE FOR THE BUILDING INTERIOR

- RENOVATE EXISTING RESTROOMS, FOR ADA COMPLIANCE. PROVIDE NEW PLUMBING FIXTURES, TOILET PARTITIONS, TOILET ACCESSORIES, TILE WALLS-FLOORING, EXHAUST FANS, LIGHTING, PAINT, ETC.
- PROVIDE ADA COMPLIANCE AT AREA OF NEW WORK.
- PROVIDE NEW FLOORING, CEILING, LIGHTING, NEW DUCTING, PAINTING OF INTERIOR RENOVATION WORK.
- AT THE ENTRANCE TO AREA OF WORK, PROVIDE NEW ENTRY DOORS.
- REMOVE EXISTING STAGE, SELECTED INTERIOR WALLS, AND KITCHEN TO CREATE A LARGE EXERCISE ROOM, COMPUTER ROOM, AND MEETING ROOM.
- REMOVE EXISTING CEILING TILES TO RAISE THE CEILING AS HIGH AS POSSIBLE RE-ROUTE EXISTING PIPES, DUCTS, CONDUITS AS NEEDED TO RAISE CEILING.
- REPLACE EXISTING LIGHTS WITH NEW LED LIGHT FIXTURES
- LEVEL DEPRESSED SLAB AT EXISTING STORAGE ROOM

SCOPE FOR THE BUILDING EXTERIOR

- PROVIDE NEW LIGHTING EXTERIOR LIGHTING.
- REMOVE EXISTING CMU WALL
- REMOVE EXISTING FENCING

THERE IS NO BUILDING EXPANSION/ADDITION OF EXISTING FLOOR AREA.

SCOPE OF WORK

3

P.O.T.	P.O.T. (ACCESSIBLE PATH OF TRAVEL)
DETAIL NUMBER	ROOM NAME
SHEET NUMBER	ROOM NUMBER
SECTION LETTER	DOOR NUMBER
SHEET NUMBER	RENOVATION KEYNOTE
ELEVATION LETTER	DEMOLITION KEYNOTE
ELEVATION NUMBER	FINISH KEYNOTE
SHEET NUMBER	

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED

Designer: LN	CAD Draft: LN	Architect: Lok	Engineer: EDA	Client: MONTEBELLO	Date Issue: 1-27-2022	Job Number: 3002
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Client: MONTEBELLO	Consultant:
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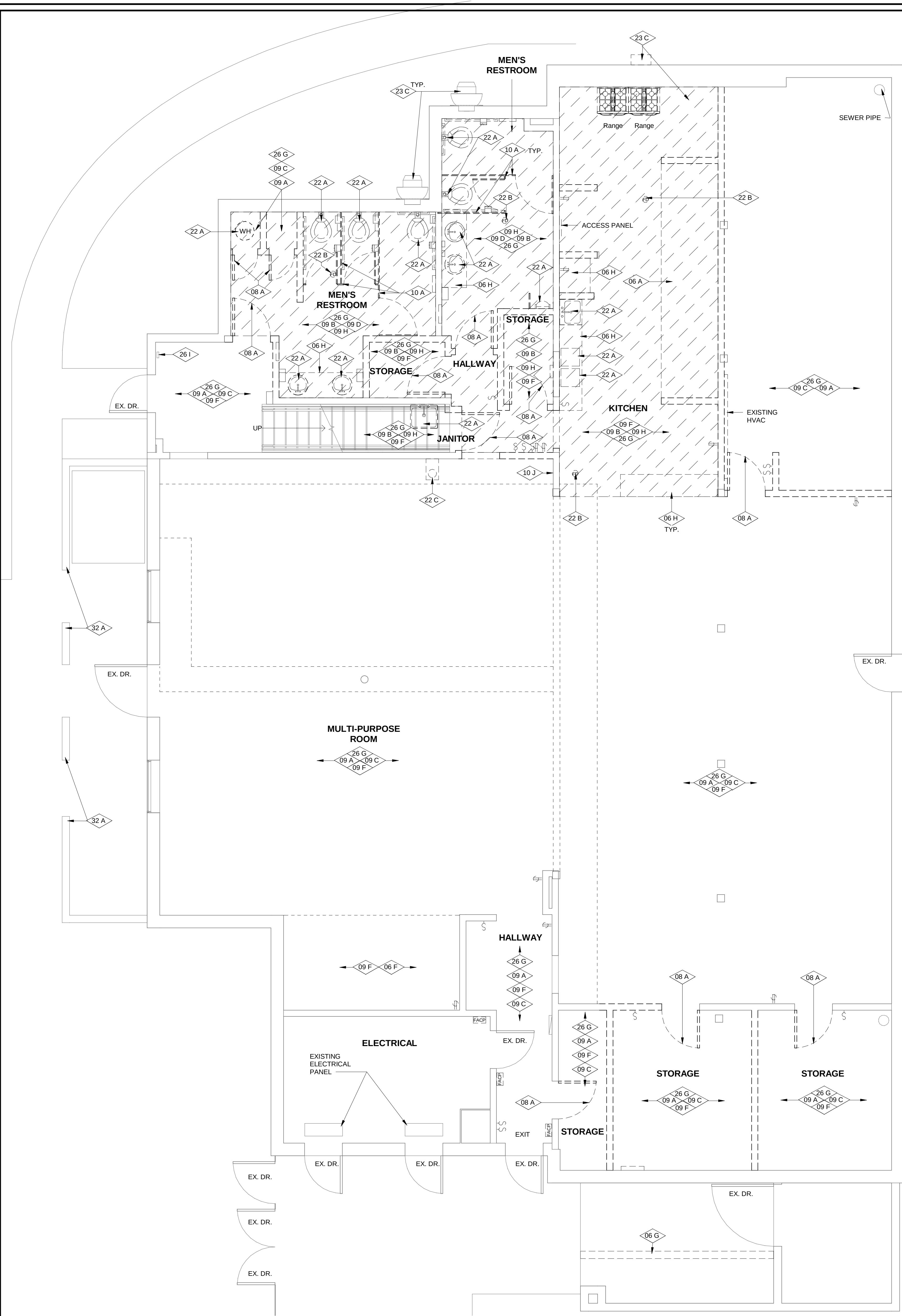


• TITLE SHEET, SITE PLAN, & NOTES

A1.0

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1 DEMOLITION FLOOR PLAN AT FIRST FLOOR
SCALE: 1/4" = 1'-0"



DEMOLITION KEYNOTES

- 06 A REMOVE EXISTING LOWER & UPPER CABINETS AND DISPOSED OF. PATCH & REPAIR DAMAGED WALL SURFACES TO MATCH EXISTING.
06 F REMOVE EXISTING WOOD FRAMED PLATFORM W/ FINISHES.
06 G REMOVE EXISTING LOW CMU WALL.
08 H REMOVE EXISTING COUNTER CABINET.
08 A REMOVE EXISTING HM DOOR(S), HM DOOR FRAME, AND THRESHOLD.
09 A REMOVE EXISTING VINYL FLOORING MATERIAL AND ADHESIVE MATERIAL TO ACCOMMODATE NEW FINISH MATERIAL. PREPARE FOR NEW WORK.
09 B REMOVE EXISTING FLOOR TILE. PREPARE AREA FOR NEW WORK.
09 C REMOVE EXISTING WALL BASE. PATCH AND REPAIR TO MATCH EXISTING INTERIOR WALLS.
09 D REMOVE ALL WALL TILE AND SUBSTRAIGHT.
09 F REMOVE EXISTING GYP BOARD OR INTERIOR PLASTER AT WALL.
09 H REMOVE EXISTING MORTAR BED.
10 A REMOVE EXISTING TOILET PARTITIONS AND ATTACHED TOILET ACCESSORIES.
10 J REMOVE EXISTING OPERABLE/DIVIDING WALL AND PREPARE FOR NEW WORK.
22 A REMOVE EXISTING PLUMBING FIXTURE AND ASSOCIATED FITTINGS. CAP UTILITY LINES BELOW WALL/FLOOR SURFACES AS REQUIRED. RECONNECT PIPING TO NEW FIXTURES SHOWN ON RENOVATION PLAN. PATCH AND REPAIR IMPACTED WALL/FLOOR SURFACES.
22 B REMOVE EXISTING FLOOR DRAIN FROM POINT OF CONNECTION AND PREPARE FOR NEW WORK.
22 C DEMOLISH EXISTING DRINKING FOUNTAIN AND REMOVE. PREPARE AREA FOR NEW WORK.
23 C REMOVE EXISTING DUCT WORK. SEE MECHANICAL DRAWINGS FOR FURTHER INFORMATION.
26 G REMOVE EXISTING LIGHT SWITCHES AND OUTLETS. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
26 I FIRE ALARM SYSTEM TO REMAIN. TO BE REMOVED AND REINSTALLED, PROVIDE NEW CONDUIT AS NEEDED.
32 A REMOVE EXISTING FENCE. CMU WALL TO REMAIN IN PLACE.

DEMOLITION NOTES

- CAP ALL EXISTING UTILITIES & PREPARE FOR NEW WORK AS REQUIRED.
- PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO COMPLETE DEMOLITION WORK AS INDICATED ON DRAWINGS AND SPECIFICATIONS AND AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.
- PATCH, REPAIR, AND RESTORE ALL AREAS DAMAGED BY THE CONSTRUCTION WORK AND DEMOLITION TO MATCH CONDITION OF ADJACENT UNDISTURBED SURFACES.
- REMOVE FROM THE SITE ALL MATERIAL RESULTING FROM THE DEMOLITION WORK IN SUCH A MANNER AS TO AVOID CREATING A NUISANCE. DISPOSE OF ALL MATERIALS FROM THE SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER.
- DISPOSE OF ALL MATERIAL RESULTING FROM THE DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE GOVERNING NOISE, DUST, AND DIRT CONTROL; DISPOSAL OF HAZARDOUS MATERIALS; AND REQUIREMENTS OF THE LOCAL AIR QUALITY MANAGEMENT DISTRICT.
- CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION NEEDED TO COMPLETE THE WORK SHOWN ON THE DRAWINGS.

WALL LEGEND

- NEW WALL 2X WOOD STUD AT 16" O.C. WITH 5/8" GYP. BD. BOTH SIDES UNLESS OTHERWISE NOTED.
- EXISTING CONCRETE MASONRY UNIT EXTERIOR WALLS AND 2X WOOD STUD INTERIOR WALLS TO REMAIN. PATCH AND REPAIR TO MATCH EXISTING FINISHES WHERE DAMAGED BY DEMOLITION.
- EXISTING 2X WOOD STUD WALL W/ GYP BOARD AND/OR CERAMIC TILE
- WALLS TO BE DEMOLISHED

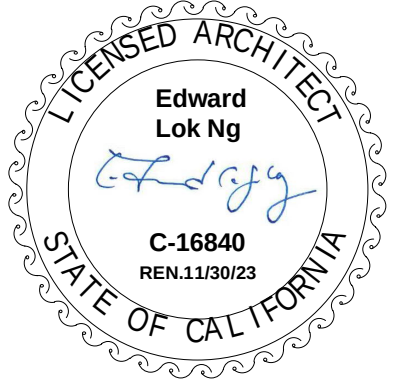
SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED

Designer: LN
CAD Draft: LN
Architect: Lok
Engineer: EDA
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Client: CITY OF MONTEBELLO
Consultant:

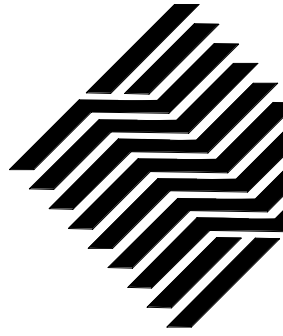


- DEMOLITION FLOOR PLAN

A2.0

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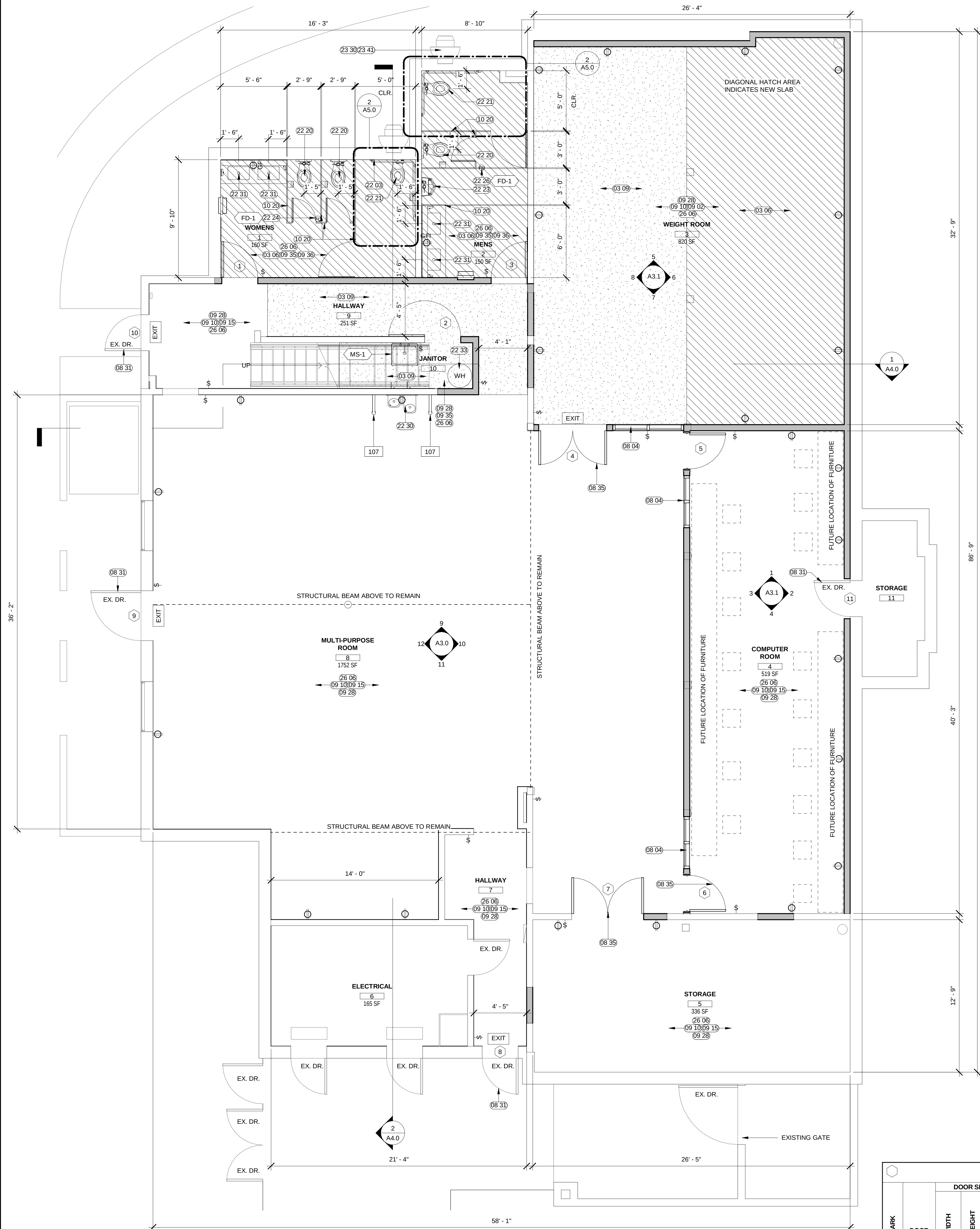
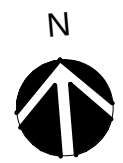


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1 RENOVATION FLOOR PLAN

SCALE: 1/4" = 1'-0"



ROOM FINISH SCHEDULE

ROOM No.	ROOM NAME	FLOOR/ BASE	WALLS						CEILING		COMMENTS
			NORTH	EAST	SOUTH	WEST			MAT.	FIN.	
1	WOMENS	PT-2/PT-3	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	GYP-1	P-3	
2	MENS	PT-2/PT-3	CB-1	PT-1	CB-1	PT-1	CB-1	PT-1	GYP-1	P-3	
3	WEIGHT ROOM	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
4	COMPUTER ROOM	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
5	STORAGE	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
6	ELECTRICAL	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	
7	HALLWAY	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
8	MULTI-PURPOSE ROOM	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
9	HALLWAY	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
10	JANITOR	PT-2/PT-2	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	
11	STORAGE	EPX-1/ RB-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-1	GYP-1	P-3	

RENOVATION KEYNOTES

- NEW 3,000 PSI CONCRETE SLAB, 4" THICK MIN. TO MATCH EXISTING CONCRETE SLAB OVER 8 MIL VISQUEEN AND 2" SAND, PROVIDE #4 REBARS @ 24" O.C. AND 6" EMBEDMENT INTO EXISTING SLAB. NEW CONCRETE SLAB TO BE FLUSH WITH EXISTING SLAB.
- HATCH AREA INDICATES NEW FIBER REINFORCE CONCRETE OVER EXISTING CONCRETE SLAB. PROVIDE SUFFICIENT THICKNESS TO MATCH ADJACENT SLAB FINISH LEVEL.
- NEW HOLLOW METAL WINDOWS WITH TEMPERED GLASS.
- EXISTING DOOR TO REMAIN, PROVIDE NEW DOOR HARDWARE. SEE DOOR SCHEDULE FOR MORE INFORMATION.
- NEW HM DOOR AND HOLLOW METAL DOOR FRAME. PROVIDE NEW DOOR HARDWARE. SEE DOOR SCHEDULE AND SPECIFICATION FOR ADDITIONAL INFORMATION.
- NEW 1/2" THICK RUBBER FLOORING OVER CONCRETE.
- NEW 4" HIGH RUBBER BASE.
- NEW L.V.T. OVER CONCRETE. SEE FINISH MATERIAL SCHEDULE FOR MORE INFORMATION.
- NEW 5/8" GYP BOARD OVER 2X WOOD FRAMING.
- NEW CERAMIC TILE OVER EXISTING MORTAR BED. SLOPE AT 2% MAX. AND 1% MIN. TO FLOOR DRAIN.
- NEW CERAMIC TILE OVER 5/8" CEMENT BOARD AT WALLS. SEE INTERIOR ELEVATIONS.
- NEW SOLID PHENOLIC TOILET PARTITION & URINAL SCREEN.
- EXISTING PLUMBING ACCESS PANEL. PROTECT IN PLACE.
- NEW WALL MOUNTED WATER CLOSET. SEE PLUMBING DRAWINGS FOR MORE INFORMATION.
- NEW ADA COMPLIANT WALL MOUNTED WATERCLOSET. SEE PLUMBING DRAWINGS FOR MORE INFORMATION.
- NEW WALL MOUNTED URINAL. SEE PLUMBING DRAWINGS FOR MORE INFORMATION.
- NEW FLOOR DRAIN WITH ACCESSIBLE COVER, NICKEL BRONZE. SEE PLUMBING DRAWINGS FOR MORE INFORMATION. CONCRETE FLOOR AND TILE FINISH SHALL BE SLOPE 1% MIN. AND 2% MAX. TO DRAIN.
- EXISTING ASOR DRAIN TO REMAIN IN PLACE. PROVIDE NEW NICKEL BRONZE DRAIN COVER.
- NEW WALL MOUNTED STAINLESS STEEL HI-LO DRINKING FOUNTAIN.
- NEW UNDERMOUNT SINGLE BOWL SINK WITH ADA COMPLIANT FAUCET AND PIPE INSULATION TO FULLY COVER DRAIN/WATER PIPES AND EXPOSED SHARPI/ABRASIVE SURFACES UNDER THE SINK. SEE PLUMBING FIXTURE SCHEDULE.
- NEW ELECTRICAL WATER HEATER. SEE PLUMBING DRAWINGS FOR FURTHER INFORMATION.
- EXISTING EXHAUST FAN TO REMAIN.
- NEW SUPPLY/VENT GRILLE. RE-ROUTE, EXTEND, AND RE-CONNECT EXISTING DUCTS AS REQUIRED TO NEW LOCATION OR PROVIDE NEW DUCTS AS NEEDED. SEE MECHANICAL DRAWINGS FOR DUCTWORK AND ADDITIONAL INFORMATION.
- PROVIDE NEW RECEPTACLE OUTLET W/COVER AND SWITCHING. SEE ELECTRICAL DRAWING FOR FURTHER INFORMATION.

RENOVATION NOTES

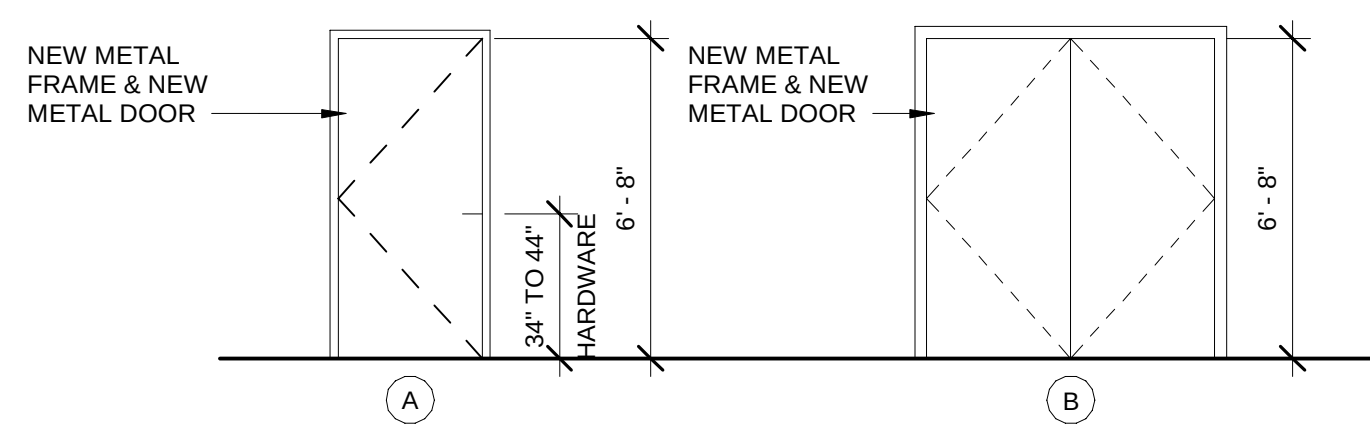
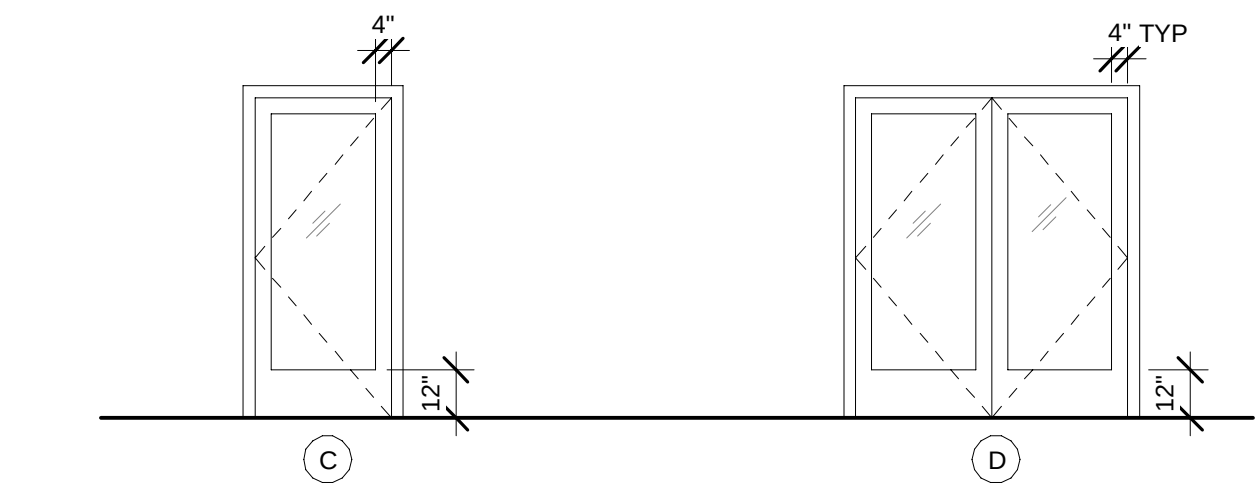
- ELECTRICAL EQUIPMENT AND DEVICES: REINSTALL AND PROPERLY RECONNECT EXISTING SWITCHES, LIGHT FIXTURES, AND OTHER DEVICES REMOVED DURING THE WORK BUT NOT INDICATED TO BE REMOVED. REINSTALL ONLY EQUIPMENT AND DEVICES THAT ARE IN GOOD CONDITION. DISCARD EQUIPMENT AND DEVICES THAT ARE NOT IN CONDITION AT LEAST AS GOOD AS EXISTED BEFORE REMOVAL. AND PROVIDE NEW EQUIVALENT EQUIPMENT AND DEVICES. NEW EQUIPMENT AND DEVICES SHALL EXACTLY MATCH THOSE REMOVED IN TYPE, SIZE, FINISH, CONFIGURATION, AND OPERATING CHARACTERISTICS, UNLESS NOTED OTHERWISE. ALL INSTALLATION SHALL MEET CURRENT BUILDING CODE.
- PROVIDE NEW MATERIALS TO MATCH EXISTING UNDISTURBED WORK FOR CLOSING OF OPENINGS, REPAIRS, AND RENOVATION. NEW FINISH MATERIALS AND SUBSTRATES TO MATCH EXISTING SHALL BE THE SAME TYPES, SIZES, QUALITIES, AND COLORS AS EXISTING ADJACENT MATERIAL. REPAIR ALL DAMAGED OR DEFACED FLOOR, WALL, AND CEILING FINISHES ASSOCIATED WITH THESE ALTERATIONS.
- WHERE EXISTING PLUMBING VENT PIPES ARE REMOVED FROM THE ROOF AND NEW ONES ARE INSTALLED THE CONTRACTOR SHALL PATCH AND REPAIR THE ROOF. THE PATCHING AND REPAIR SHALL BE DONE USING A SUB-CONTRACTOR EXPERIENCED WITH ROOFING IN GENERAL AND ROOFING REPAIRS.
- FLOOR COVERING MATERIALS SHALL COMPLY WITH ASTM STANDARD E 648, AND HAVING A SPECIFIC OPTICAL DENSITY SMOKE RATING NOT TO EXCEED 450 PER ASTM E 662, CBC 804.4

FINISH MATERIAL NOTES

- UNLESS SPECIFICALLY INDICATED OTHERWISE, PRODUCTS SCHEDULED INDICATE QUALITY STANDARD REQUIRED, BUT ARE NOT INTENDED TO LIMIT COMPETITION. LISTED COLORS AND FINISHES ESTABLISH COLOR AND FINISH REQUIRED, EXCEPT FOR PRODUCTS NOTED AS 'OWNER'S STANDARD'. APPROVED EQUAL PRODUCTS MAY BE SUBMITTED FOR OWNER REPRESENTATIVE'S REVIEW AND APPROVAL. CONTRACTOR MAY REQUEST APPROVAL FROM OWNER TO USE OR SUBSTITUTE ENVIRONMENTALLY PREFERABLE PRODUCTS AND RECYCLED PRODUCTS.
- COLORS AND FINISHES SHALL MATCH SAMPLES AVAILABLE FOR VIEW BY CONTRACTOR AT OWNER REPRESENTATIVE'S PROJECT SITE OFFICE. ARCHITECT IS SOLE JUDGE OF COLOR AND FINISH MATCH.
- WHERE "MATCH EXISTING" IS INDICATED, PROVIDE NEW MATERIAL AS NECESSARY TO PATCH OR EXTEND EXISTING MATERIAL. UNLESS AN EXCEPTION IS SPECIFICALLY NOTED, NEW MATERIAL SHALL MATCH EXISTING IN TYPE, MATERIAL, SIZE, THICKNESS, COLOR, AND PATTERN. WHERE CONTRACT DOCUMENTS REQUIRE COLOR MATCH, BUT EXISTING COLOR'S NAME IS UNKNOWN, MATCH COLORS AS NEARLY AS PRACTICABLE BY FIELD COMPARISON. ARCHITECT IS SOLE JUDGE OF COLOR MATCH ACCURACY. MISMATCHED COLORS WHERE MATCH IS REQUIRED WILL BE REJECTED.

WALL LEGEND

- NEW WALL 2X WOOD STUD AT 16" O.C. WITH 5/8" GYP. BD. BOTH SIDES UNLESS OTHERWISE NOTED.
- EXISTING CONCRETE MASONRY UNIT EXTERIOR WALLS AND 2X WOOD STUD INTERIOR WALLS TO REMAIN, PATCH AND REPAIR TO MATCH EXISTING FINISHES WHERE DAMAGED BY DEMOLITION.
- EXISTING 2X WOOD STUD/WALL W/ GYP BOARD AND/OR CERAMIC TILE
- WALLS TO BE DEMOLISHED



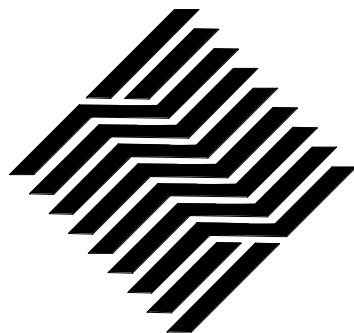
DOOR TYPES

DOOR SCHEDULE

MARK	DOOR	DOOR SIZE			DOOR		FRAME		HEAD DETAIL	JAMB DETAIL	THRESHOLD DETAIL	HARDWARE SET	COMMENTS
		WIDTH	HEIGHT	THK.	TYPE	CONSTRUCT.	FINISH	MATERIAL					
1	NEW	5'-0"	6'-8"	2"	A	HM	P-2	HM	22/A5.0	21/A5.0			
2	NEW	3'-0"	7'-0"	2"	A	HM	P-2	HM					
3	NEW	3'-0"	6'-8"	2"	A	HM	P-2	HM					
4	NEW	5'-8"	6'-8"	2"	D	HM	P-2	HM					
5	NEW	3'-0"	6'-8"	2"	C	HM	P-2	HM					
6	NEW	3'-0"	6'-8"	2"	C	HM	P-2	HM					
7	NEW	6'-0"	6'-8"	2"	B	HM	P-2	HM					
8	EXISTING	3'-0"	6'-8"	2"	EXISTING	EXISTING	EXISTING	P-2					
9	EXISTING	4'-2"	7'-0"	2"	EXISTING	EXISTING	EXISTING	P-2					
10	EXISTING	3'-0"	7'-0"	2"	EXISTING	EXISTING	EXISTING	P-2					
11	EXISTING	3'-0"	7'-0"	2"	EXISTING	EXISTING	EXISTING	P-2					

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SENIOR CENTER RENOVATION

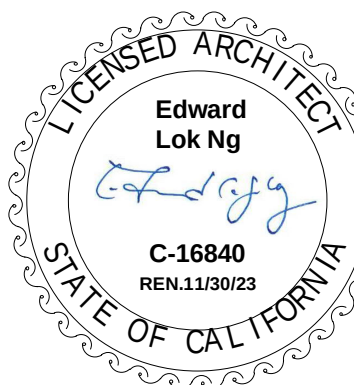
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED

Designer: LN	Architect: Lok	Engineer: EDA	Client: MONTEBELLO	Date Issue: 1-17-2022	Job Number: 3002
CAD Draft: LN	Architect: Lok	Engineer: EDA	Client: MONTEBELLO	Date Issue: 1-17-2022	Job Number: 3002

Client: CITY OF MONTEBELLO	Consultant:
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- RENOVATION FLOOR PLAN

A2.1

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	REMOVE SWITCH
	REMOVE CONV. OUTLET
	REMOVE CONV. OUTLET W/ GFI
	EXISTING SMOKE DETECTOR
	EXISTING SPEAKER
	EXISTING FIRE ALARM
	REMOVE SUPPLY AIR GRILLES
	REMOVE RETURN AIR GRILLES
	EXISTING CEILING ACCESS
	REMOVE LIGHT FIXTURE
	REMOVE EXISTING LIGHT FIXTURE
	REMOVE EXISTING LIGHT FIXTURE
	REMOVE EXISTING LIGHT FIXTURE
	REMOVE EXISTING LIGHT FIXTURE
	REMOVE EXISTING LIGHT FIXTURE

NEW WALL 2x WOOD STUD AT 16" O.C.
WITH 5/8" GYP. BD. BOTH SIDES INSUL
OTHERWISE NOTED.

EXISTING CONCRETE MASONRY UNIT
EXTERIOR WALLS AND 2x WOOD STUD
INTERIOR WALLS TO REMAIN. PATCH AND
REPAIR TO MATCH EXISTING FINISHES
WHERE DAMAGED BY DEMOLITION.

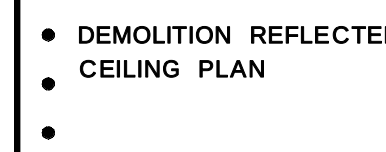
EXISTING 2x WOOD STUD WALL W/ GYP
BOARD AND/OR CERAMIC TILE.

WALLS TO BE DEMOLISHED

MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

Designer:	LN
CAD Draft:	LN
Architect:	LOK
Engineer:	EDA
Client:	MON
Date Issue:	1-2
Job Number:	300

Consultant:

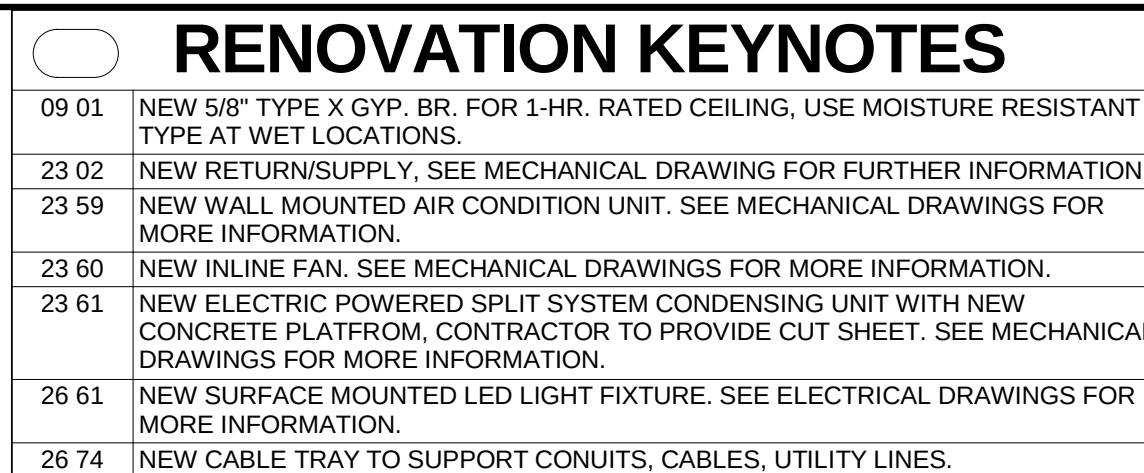


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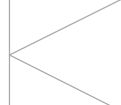
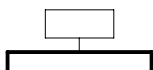
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RENO LEGEND SYMBOL

	SWITCH
	CONV. OUTLET
	CONV. OUTLET W/ GFI
	EXISTING SMOKE DETECTOR
	EXISTING SPEAKER
	EXISTING FIRE ALARM
	NEW SUPPLY AIR GRILL SEE MECHANICAL DRAWINGS
	NEW RETURN AIR GRILL SEE MECHANICAL DRAWINGS
	EXISTING CEILING ACCESS
	EXISTING LIGHT FIXTURE
	NEW LED LIGHT FIXTURE
	NEW EXTERIOR LED LIGHT FIXTURE

NEW WALL 2x WOOD STUD AT 16" O.C.
WITH 5/8" GYP. BD. BOTH SIDES UNLESS
OTHERWISE NOTED.

EXISTING CONCRETE MASONRY UNIT
EXTERIOR WALLS AND 2x WOOD STUD
INTERIOR WALLS TO REMAIN. PATCH AND
REPAIR TO MATCH EXISTING FINISHES
WHERE DAMAGED BY DEMOLITION.

EXISTING 2x WOOD STUDWALL W/ GYP
BOARD AND/OR CERAMIC TILE

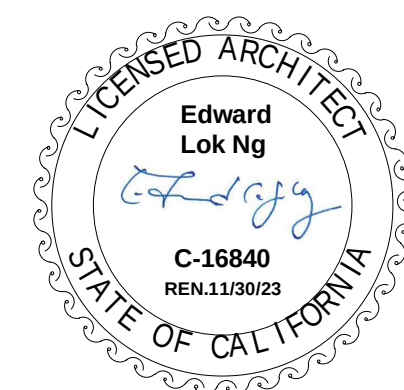
WALLS TO BE DEMOLISHED

MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

[illegible]

Designer:	LN
CAD Draft:	LN
Architect:	LOK
Engineer:	EDA
Client:	MONTABELLO
Date Issue:	1-27-2022
Job Number:	3002

Consultant:

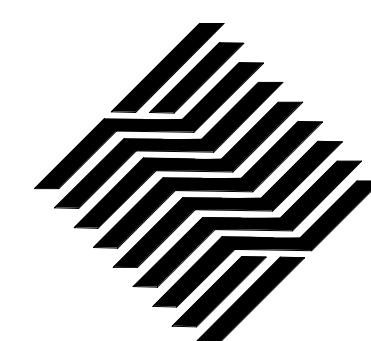


- RENOVATION REFLECTIVE
- CEILING PLAN
-

A2.3

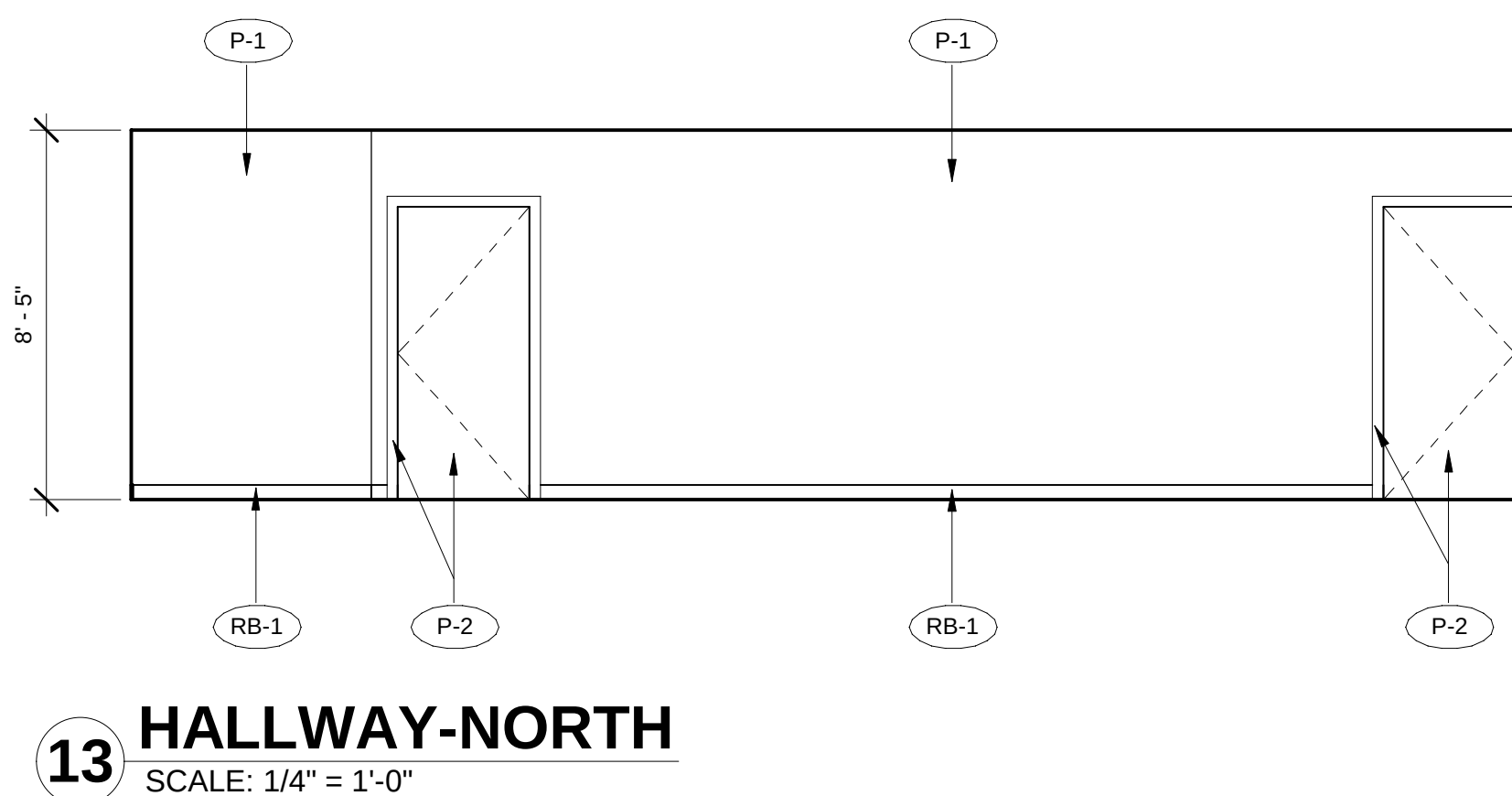
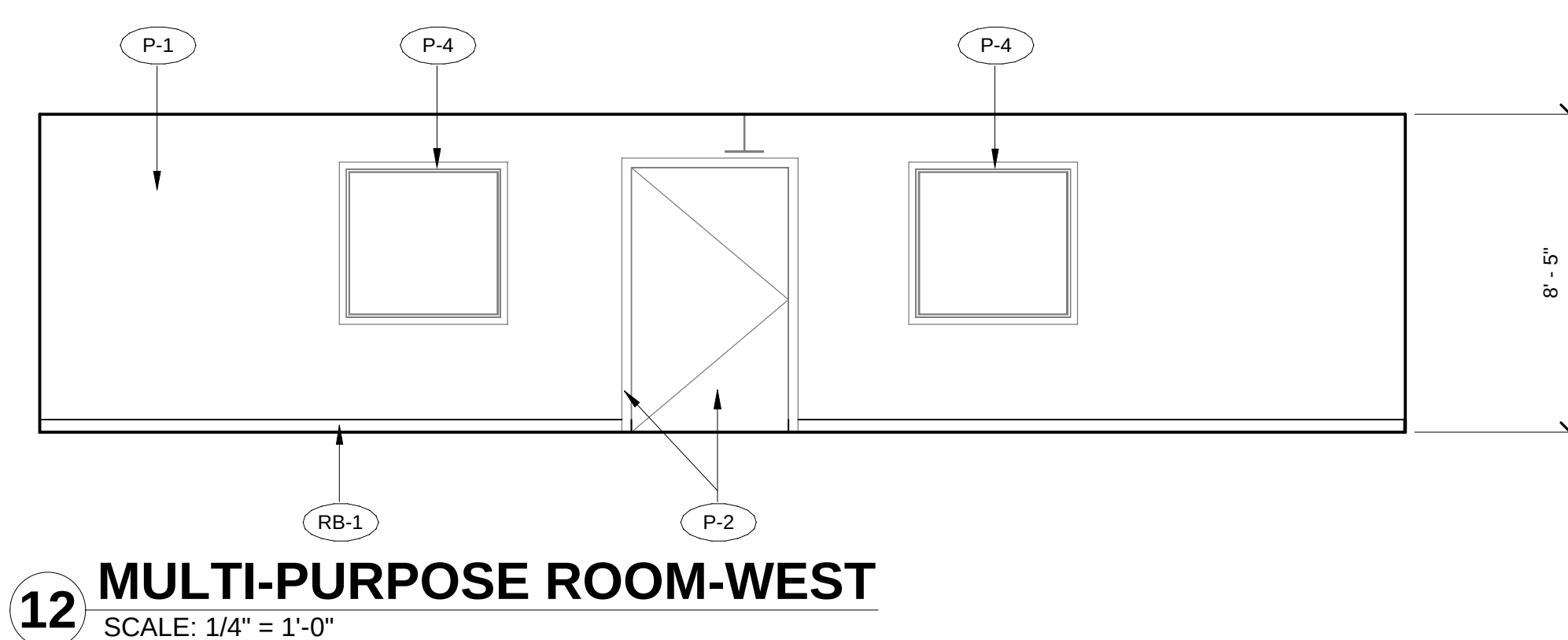
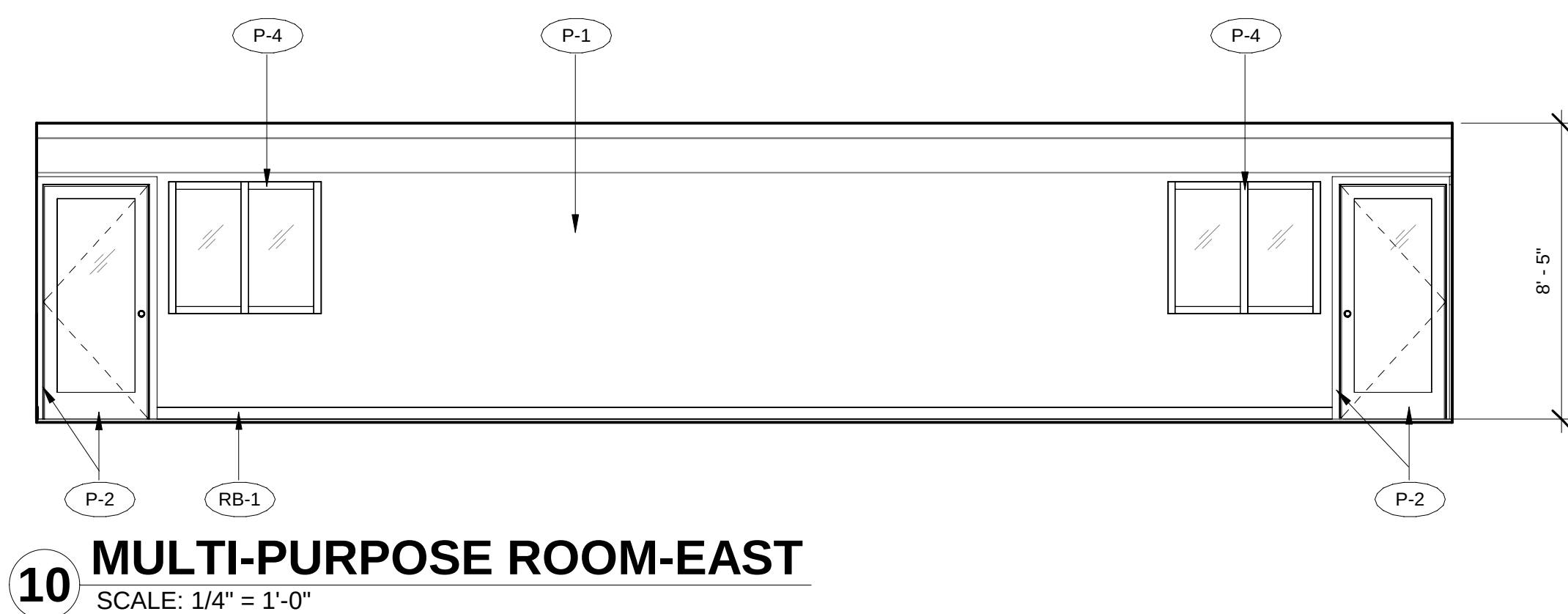
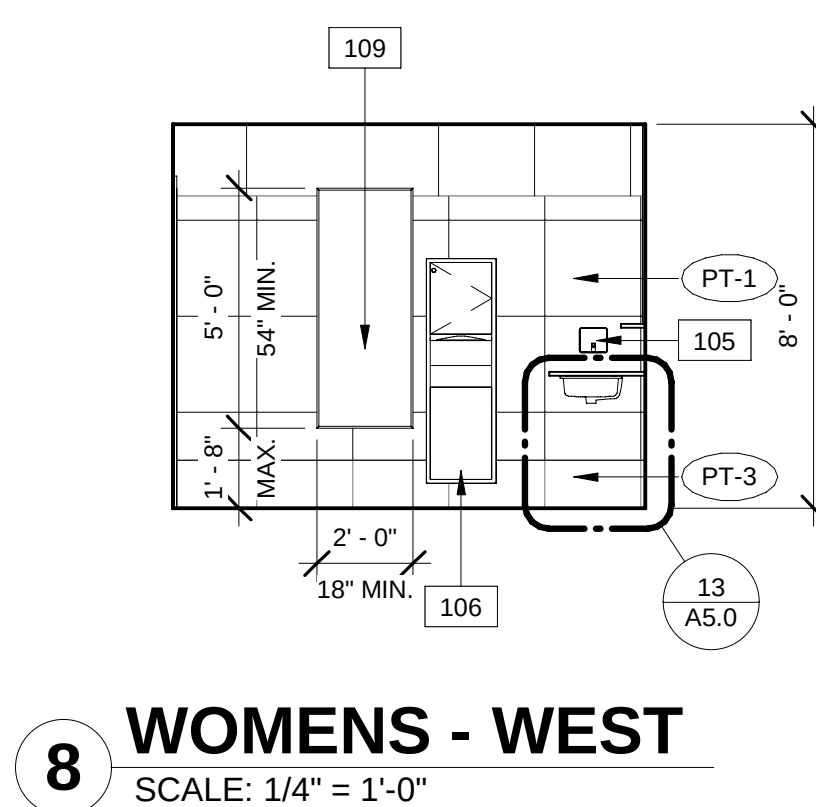
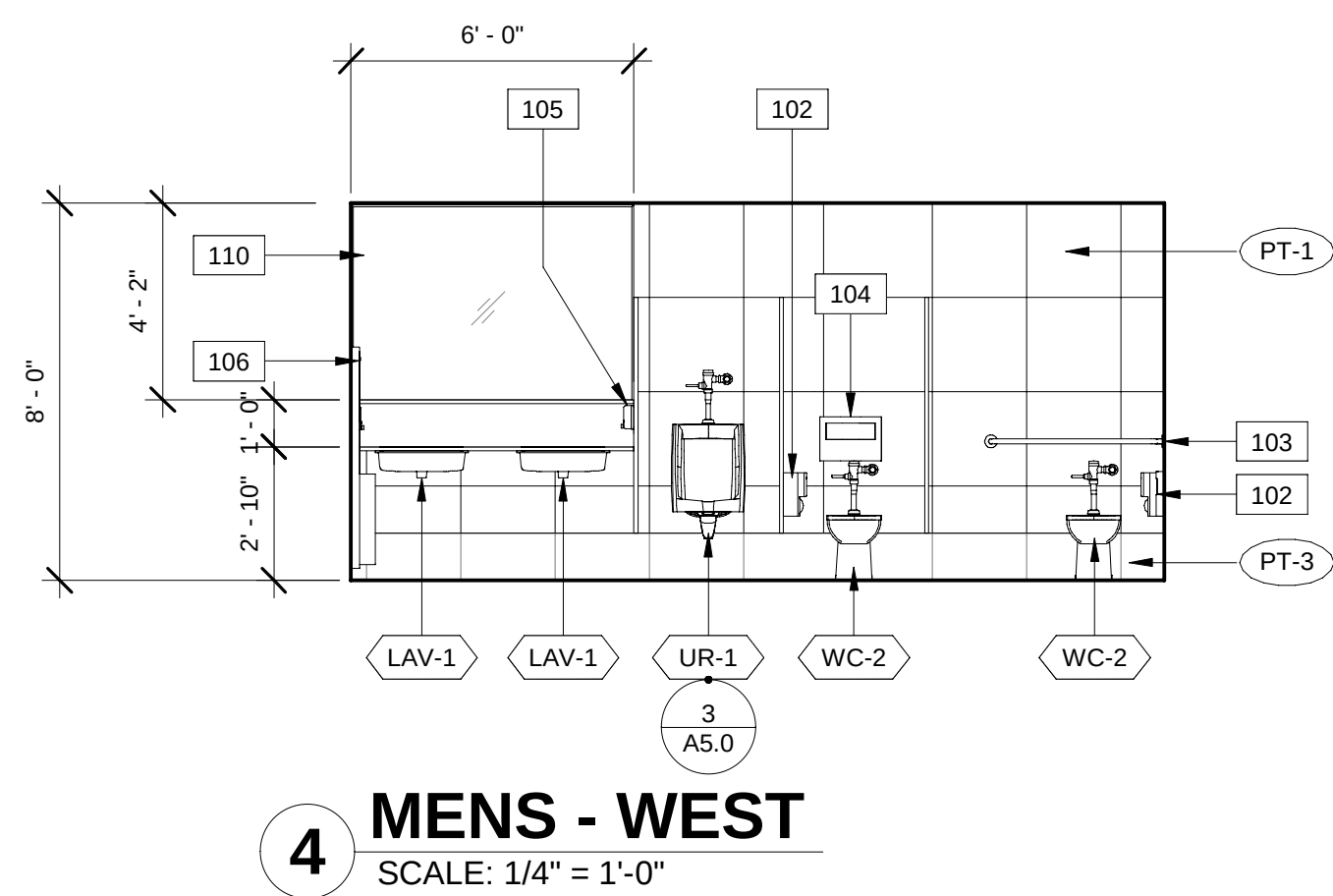
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BOO



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RESTROOM ACCESSORY SCHEDULE			
NO.	EQUIP.	MANUF.	COLOR/MODEL NO.
100	Bobrick B-165 Custom Size Channel Frame Mirror	Bobrick Washroom Equipment, Inc.	B-165, STAINLESS STEEL - See interior elevation for dimensions
102	Bobrick B-2888 Classic Series Surface Mounted Multi-roll Toilet Tissue Dispenser	Bobrick Washroom Equipment, Inc.	B-2888, STAINLESS STEEL
103	Bobrick B-6897 Toilet Compartment Two-Wall Grab Bar	Bobrick Washroom Equipment, Inc.	B-6897, SATIN STAINLESS STEEL
104	Bobrick B-221 Classic Series Surface Mounted Seat Cover Dispenser	Bobrick Washroom Equipment, Inc.	B-221, STAINLESS STEEL
105	Bobrick B-2111 Classic Series Surface Mounted Soap Dispenser	Bobrick Washroom Equipment, Inc.	B-2111, STAINLESS STEEL
106	Bobrick B-3942 Classic Series Semi-Recessed Convertible Combination Towel and Waste Unit	Bobrick Washroom Equipment, Inc.	B-3942
	Bobrick B13298 Drinking Fountain Grab Bars	Bobrick Washroom Equipment, Inc.	B13298
108	12" x 12" Invisa Hatch Drywall Entry Access Panel For Tiling	Best Access Doors	BA-F3
109	Bobrick wall mounted 24"x60" mirror	Bobrick Washroom Equipment, Inc.	B-165 2460, STAINLESS STEEL
110	Bobrick B-165 Custom Size Channel Frame Mirror	Bobrick Washroom Equipment, Inc.	B-165, STAINLESS STEEL - See interior elevation for dimensions

PLUMBING FIXTURE SCHEDULE						
MARK	TYPE	DESCRIPTION	CW	HW	W	V
DF-1	DRINKING FOUNTAIN	HAWS BARRIER FREE CHILLED DUAL WALL MOUNT FOUNTAIN MODEL: H1011.8HPS				
FD-1	FLOOR DRAIN	ZURN 6" TYPE S SQUARE STRAINER POLISHED NICKEL MODEL: 2400S				
LAV-1	LAVATORY	KOHLER KATHRY UNDERMOUNT BATHROOM SINK COLOR: WHITE - MODEL: K2297-0	0" - 0.34"	0" - 0.34"	0" - 2"	0" - 1.12"
MS-1	SERVICE SINK	AMERICAN STANDARD LAKEVIEW SERVICE SINK ENAMELED CAST IRON WITH DRILLED BACK 2 HOLES ON 8" CENTERS AND RIN GUARD MODEL: 7692-005 WITH AMERICAN STANDARD EXPOSED YOKO WALL-MOUNT UTILITY FAUCET WITH VACUUM BREAKER MODEL: 8390.8243				
SF-1	SINK FAUCET	BRADLEY VERGE FAUCET - ZEN SERIES MODEL 553-3700 FINISH-BRUSHED STAINLESS				
TR-1	TRAP PRIMER	PPF PRESSURE TIGHT TRAP PRIMER WITH TRIM FOR MALL TITLE RUNOUTS	0" - 0.34"			
UR-1	URINAL	WASHBROOK FLOWISE 0.125 GPF ULTRA HIGH EFFICIENCY URINAL SYSTEM WITH SELECTRONIC FLUSH VALVE MODEL: 6590.525 VITREOUS CHINA	0" - 0.34"		0" - 2"	0" - 1.12"
WC-1	WATER CLOSET	MADERA FLOWISE 16-1/2" HEIGHT 1.28 GPF FLUSHMETER TOILET SYSTEM WITH EVERCLEAN SELECTRONIC FLUSH VALVE MODEL: 3681.525 FINISH: WHITE WITH HEAVY DUTY OPEN FRONT LESS SEAT #5901.10A COMPLIANT	0" - 1.12"		0" - 3"	0" - 2"
WC-2	WATER CLOSET	MADERA FLOWISE 16-1/2" HEIGHT 1.28 GPF FLUSHMETER TOILET SYSTEM WITH EVERCLEAN SELECTRONIC FLUSH VALVE MODEL: 3681.525 FINISH: WHITE WITH HEAVY DUTY OPEN FRONT LESS SEAT #5901.10	0" - 1.12"		0" - 3"	0" - 2"
WHA-1	WATER HAMMER ARRESTOR	PPP #SWA-1000				

RENOVATION KEYNOTES

22 03	EXISTING PLUMBING ACCESS PANEL. PROTECT IN PLACE.
22 30	NEW WALL MOUNTED STAINLESS STEEL HI-LO DRINKING FOUNTAIN.

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

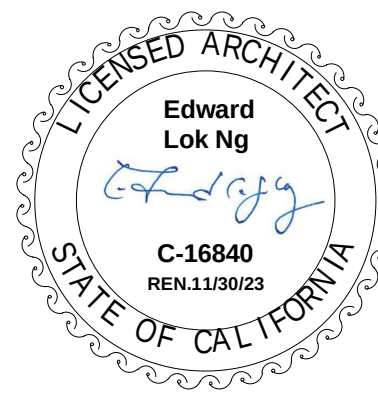
1115 S. TAYLOR, MONTEBELLO, 90640

[illegible]

Designer:	LN
CAD Draft:	LN
Architect:	LOK
Engineer:	EDA
Client:	MONTABELLO
Date Issue:	1 - 27 - 2022
Job Number:	3002

Client:
CITY OF MONTEBELLO

Consultant:



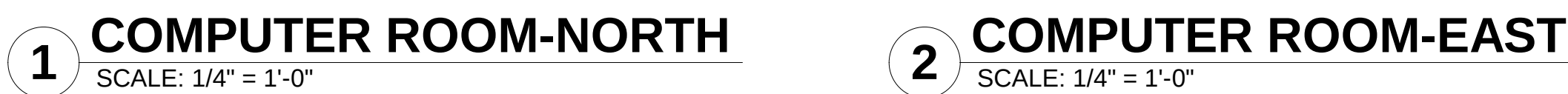
- INTERIOR ELEVATIONS

A3.0

 Architecture
Interiors
Planning

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NOTE: CONTRACTOR TO VERIFY FINISHES W/ ARCHITECT PRIOR TO ORDER

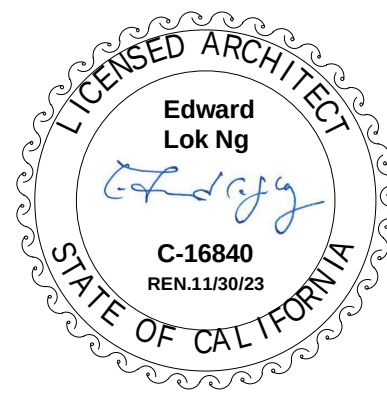
23 59	NEW WALL MOUNTED AIR CONDITION UNIT. SEE MECHANICAL DRAWINGS FOR MORE INFORMATION.
-------	--

1115 S. TAYLOR, MONTEBELLO, 90640

1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

Designer:	LN
CAD Draft:	LN
Architect:	LOK
Engineer:	EDA
Client:	MONTEBELLO
Date Issue:	1-27-2022
Job Number:	3002

Consultant:



A3.1

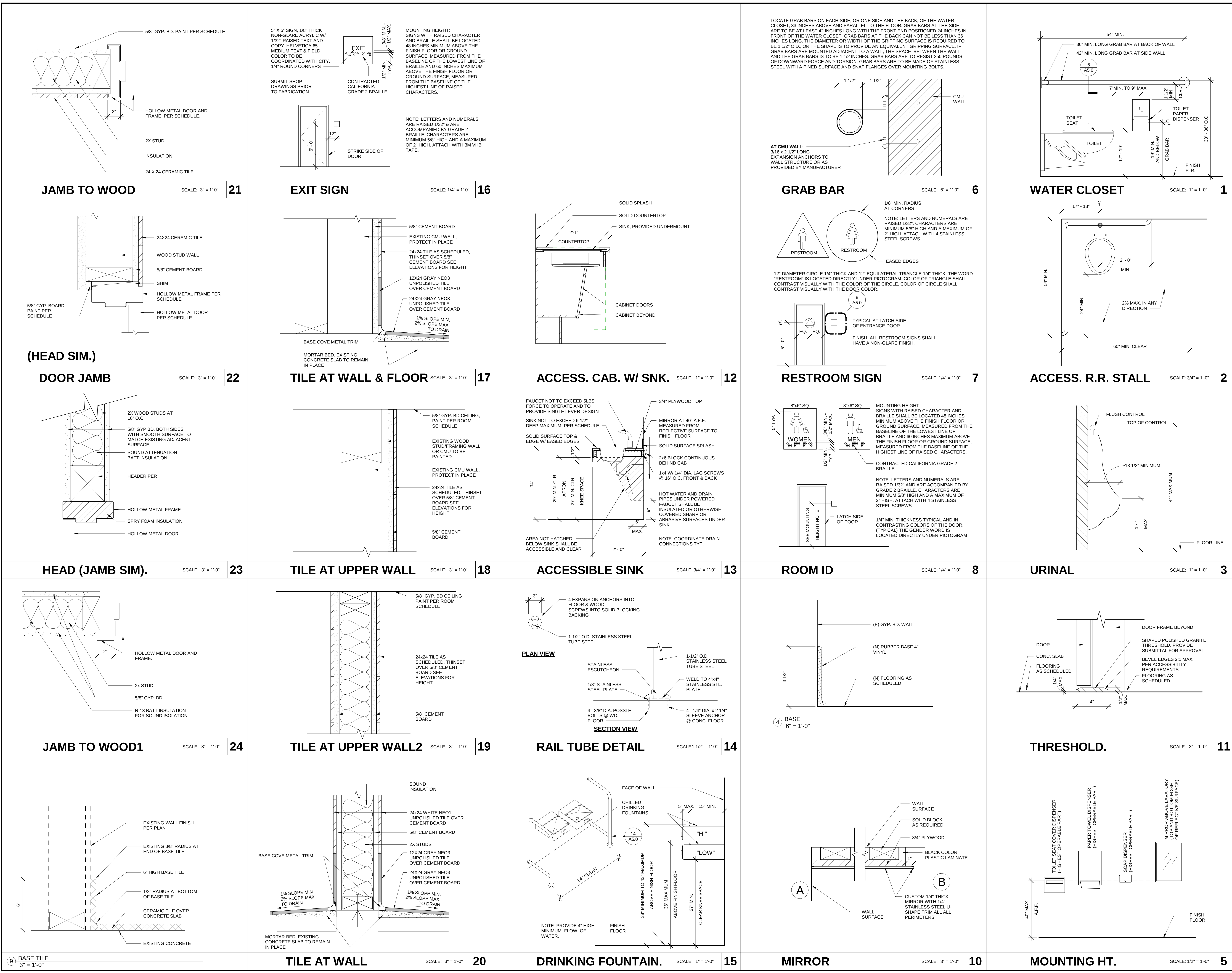
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A4.0

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SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

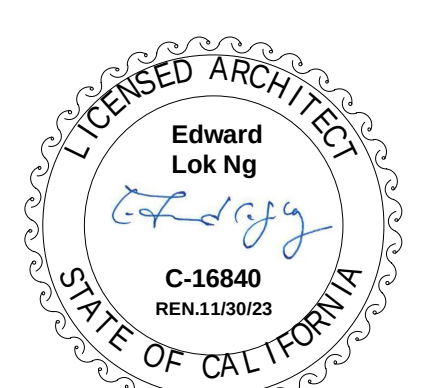
115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED

Designer: LN	CAD Draft: LN
Architect: LOK	Engineer: EDA
Client: MONTEBELLO	Date Issue: 1-17-2022
Job Number: 3002	

Client: CITY OF MONTEBELLO

Consultant:



- DETAILS

A5.0

BOA

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GENERAL ACCESSIBILITY.

DIVISION 3 – BUILDING BLOCKS

FLOOR OR GROUND SURFACE

1. Floor and ground surfaces shall be stable, firm, and slip resistant. §11B-302.1
2. Carpet or carpet tile shall be securely attached and shall have a firm cushion, pad, or backing or no cushion or pad. Carpet or carpet tile shall have a level loop, textured loop, level cut pile, or level cut/uncut pile texture. Pile height shall be ½ inch maximum. § 11B-302.2, Figure 11B-302.2
3. Exposed edges of carpet shall be fastened to floor surfaces and shall have trim on the entire length of the exposed edge. Carpet edge trim shall comply with 11B-303 changes in level. Per 11B-302.2

CHANGES IN LEVEL

4. Vertical changes in level for floor or ground surfaces may be 1/4" high max. and without edge treatment. Changes in level greater than 1/4" and not exceeding 1/2" in height shall be beveled with a slope not steeper than 1:2. Per 11B-303, Figures 11B-302.2 & 11B-303.3
5. Changes in level greater than ½" in height shall be ramped and shall comply with the requirements of 11B-405 Ramps or 11B-406 Curb Ramps as applicable.

TURNING SPACE

1. Floor or ground surfaces of a turning space shall be level with slopes not steeper than 1:48. [11B-304.2]
2. Circular turning space shall be a space of 60 inches diameter minimum with knee and toe clearance complying with Section 11B-306. [11B-304.3.1] 3. T-Shaped turning space shall be a space within 60 inch square minimum with arms and base 36 inches wide minimum. Each arm of the T shall be clear of obstructions 12 inches minimum in each direction and the base shall be clear of obstructions 24 inches minimum. [11B-304.3.2]

CLEAR FLOOR OR GROUND SPACE

1. Clear floor or ground spaces shall meet the requirements of 11B-302 Floor or Ground Surfaces and shall not have changes in level except for slopes not steeper than 1:48 (2.083%). §11B-305
2. Clear floor or ground space shall be 30" minimum by 48" minimum. §11B-305.3, Figure 11B-305.3
3. Clear floor or ground spaces shall be positioned for either forward or parallel approach to an element unless otherwise specified. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space. §1B-305.5, § 11B-305.6, Figure 11B-305.5
4. Clear floor or ground space may include knee and toe clearance complying with 11B-306 knee and Toe Clearance unless otherwise specified. §11B-305.4

KNEE AND TOE CLEARANCE

10. For built-in dining required to be accessible, toe clearance shall be provided that is 30 inches in width and 9 inches in height above the finish floor or ground for a depth of 19 inches minimum. § 11B-306.2.1
11. Space extending greater than 6" beyond the available knee clearance at 9" above the finish floor or ground shall not be considered toe clearance. §11B-306.2.4
12. Toe clearance shall extend 19 inches maximum under lavatories for toilet and bathing facilities and 25 inches maximum under other elements. §11B-306.2.2
13. At lavatories in toilet and bathing facilities, knee clearance shall be provided that is 30 inches in width for a depth of 11 inches at 9 inches above the finish floor or ground and for a depth of 8 inches at 27 inches above the finish floor or ground increasing to 29 inches high maximum above the finish floor or ground at the front edge of a counter with a built-in lavatory or at the front edge of a wall-mounted lavatory fixture. §11B-306.3.3, Figure 11B-306.3(c)
14. At dining and work surfaces required to be accessible, knee clearance shall be provided that is 30 inches in width at 27 inches above the finish floor or ground for a depth of at least 19 inches. §11B-306.3
15. Knee clearance shall extend 25" maximum under an element at 9" above the finish floor or ground. §11B-306.3.2

PROTRUDING OBJECTS

16. Except for handrails, objects with leading edges more than 27 inches and less than 80 inches above the finish floor or ground shall protrude no more than 4 inches horizontally into the circulation path. Handrails may protrude 4½ inches maximum. §11B-307.2, Figure 11B-307.2
17. Free-standing objects mounted on posts or pylons shall overhang circulation paths no more than 12 inches when located from 27 to 80 inches above the finish floor or ground. §11B-307.3, Figure 11B-307.3(a)
18. Protruding objects shall not reduce the clear width required for accessible routes. §11B-307.5
19. Lowest edge of a sign or other obstruction, when mounted between posts or pylons separated with a clear distance greater than 12 inches, shall be less than 27 inches or more than 80 inches above the finish floor or ground. §11B-307.3, Figure 11B-307.3(b)
20. Edge of signs or other objects, when mounted on posts or pylons with their bottom edges less than 80" above the floor or ground surface, shall be rounded or eased and the corners shall have a minimum radius of 1/8". §11B-307.3.1
21. Vertical clearance shall be at least 80 inches high on circulation paths except at door closers and door stops, which may be 78 inches minimum above the finish floor or ground. §11B-307.4

REACH RANGES

22. Electrical controls and switches intended to be used by the occupant of the room or area to control lighting and receptacle outlets, appliances or cooling, heating and ventilating equipment shall be located within allowable reach ranges. Low reach shall be measured to the bottom of the outlet box and high reach shall be measured to the top of the outlet box. § 11B-308.1.1
23. Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located within allowable reach ranges. Low reach shall be measured to the bottom of the outlet box and high reach shall be measured to the top of the outlet box. §11B-308.1.2
24. High forward reach that is unobstructed shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. §11B-308.2.1, Figure 11B-308.2.1
25. High forward reach shall be 48 inches maximum where the reach depth is 20 inches or less and 44 inches maximum where the reach depth exceeds 20 inches.
- High forward reach shall not exceed 25 inches in depth. §11B-308.2.2, Figure 11B-308.2.2
26. Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. §11B-308.2.2
27. High side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor where the side reach is unobstructed or the depth of any obstruction does not exceed 10 inches. §11B-308.3.1, Figure 11B-308.3.1
28. High side reach shall be 46 inches maximum above the finish floor or ground where the high side reach is over an obstruction more than 10 inches but not more than 24 inches in depth. § 11B-308.3.2, Figure 11B-308.3.2
29. Obstructions for high side reach shall not exceed 34 inches in height and 24 inches in depth. § 11B-308.3.2, Figure 11B-308.3.2
30. Operable parts on accessible elements, accessible routes, and in accessible rooms and spaces shall be provided a clear floor or ground space complying with 11B-305 Clear Floor or Ground Space and be placed within one or more of the reach ranges specified in 11B-308 Reach Ranges. § 11B-309.2
31. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. Force required to activate operable parts shall be 5 pounds maximum. § 11B-309.4
32. Not Used
33. Elements that are exempt from all requirements for operable parts requirements include electrical or communication receptacles serving a dedicated use; floor electrical receptacles; HVAC diffusers, exercise machines and exercise equipment and those operable parts intended for use only by service or maintenance personnel. §11B-205.1
34. Except for light switches, where redundant controls are provided for a single element, one control in each space shall not be required to comply with Section 11B-309 Operable Parts. §11B-205.1

DIVISION OPERABLE PARTS

1. Operable parts shall be placed within one or more of the reach ranges and the clear floor or ground space 30 inches by 48 inches minimum. [11B-309.2 and 11B-309.3]
2. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds maximum, except gas pump nozzles. [11B-309.4]

DIVISION 4 – ACCESSIBLE ROUTES

DOORS, DOORWAYS, AND GATES

1. There shall be no projections into the required clear opening width lower than 34" above the finish floor or ground. Projections into the clear opening width between 34" and 80" above the finish floor or ground shall not exceed 4". §11B-404.2.3
2. Not used
3. Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 11B-309.4 Operation. Operable parts of such hardware shall be 34 inches minimum and 44 inches maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. §11B-404.2.7
4. Door and gate closing speed shall comply with the following:
 - a. Door closer and gate closer shall be adjusted so that from an open position of 90 degrees, the time required to move the door to a position 12 degrees from the latch is 5 seconds minimum. §11B-404.2.8.1
 - b. Door and gate spring hinges shall be adjusted so that from the open position of 70 degrees, the door or gate shall move to the closed position in 1.5 seconds minimum. § 11B-404.2.8.2
5. The force for pushing or pulling open a door or gate other than fire doors shall be as follows: § 11B-404.2.9
 - a. Interior hinged doors and gates: 5 pounds maximum.
 - b. Sliding or folding doors: 5 pounds maximum.
 - c. Required fire doors: the minimum opening force allowed by the appropriate administrative authority, not to exceed 15 pounds.
 - d. Exterior hinged doors: 5 pounds maximum.
6. Swinging door and gate surfaces within 10 inches of the finish floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16 inch of the same plane as the other and be free of sharp or abrasive edges. Cavities created by added kick plates shall be capped. §11B-404.2.10
7. Doors and side lights adjacent to doors and gates, containing one or more glazing panels that permit viewing through the panels shall have the bottom of at least one glazed panel located 43" maximum above the finish floor. §11B-404.2.11

DIVISION 6 – PLUMBING ELEMENTS AND FACILITIES

TOILET AND BATHING ROOMS

1. Turning space shall be provided with the room and shall comply with Section 11B-304. [11B-603.2.1]
 2. Required clear floor spaces, clearance at fixtures, and turning space shall be permitted to overlap. [11B-603.2.2]
 3. Doors shall not swing into the clear floor space or clearance required for any fixture. Other than the door to the accessible water closet compartment, a door in any position may encroach into the turning space by 12 inches maximum. [11B-603.2.3]
 4. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground. [11B-603.3]
 5. Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum above the finish floor. Medicine cabinets shall be located with a usable shelf no higher than 44 inches maximum above the finish floor. [11B-603.4]
- #### WATER CLOSETS AND TOILET COMPARTMENTS
1. The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 17 inches minimum to 18 inches maximum from the side wall or partition, except that water closet shall be 17 inches minimum and 19 inches maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in Section 11B-604.5.2. Water closets shall be arranged for a left-hand or right-hand approach. [11B-604.2]
 2. Clearance around a water closet shall be 60 inches minimum measured perpendicular from the side wall and 56 inches minimum measured perpendicular from the rear wall. A minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet. [11B-604.3.1]
 3. The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance. [11B-604.5.2]
 4. The seat height of a water closet above the finish floor shall be 17 inches minimum and 19 inches maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position. Seats shall be 2 inches high maximum. [11B-604.4]
 5. Grab bars shall be provided on the side wall closet to the water closet and on the rear wall. [11B-604.5]
 6. The side wall grab bar shall be 42 inches long minimum, located 12 inches maximum from the rear wall and extending 54 inches minimum from the rear wall with the front end positioned 24 inches minimum in front of the water closet. [11B-604.5.1]
 7. The rear wall grab bar shall be 36 inches long minimum and extend from the centerline of the water closet 112 inches minimum on one side and 24 inches minimum on the other side. [11B-604.5.2]
 8. Toilet paper dispenser shall comply with Section 11B-309.4 and shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be below the grab bar, 19 inches minimum above the finish floor and shall not be located behind grab bars.
 9. Wheelchair accessible compartments shall be 60 inches wide minimum measured perpendicular to the side wall, and 56 inches deep minimum for wall hung water closets and 59 inches deep minimum for floor mounted water closets measured perpendicular to the rear wall. [11B-604.8.1.1]
 10. In a wheelchair accessible compartment with an end-opening door, either in-swinging or out-swinging, a minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet. [11B-604.8.1.1.3]
 11. Doors shall be located in the front partition or in the side wall or partition farthest from the water closet. Where located in the front partition, the door opening shall be 4 inches maximum from the side wall or partition farthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches maximum from the front partition. The door shall be self-closing. Doors shall not swing into the clear floor space or clearance required for any fixture.
 12. A side-wall grab bar complying with Section 11B-604.5.1 shall be provided and shall be located on the wall closest to the water closet. In addition, a rear-wall grab bar shall be provided. [11B-604.8.1.5]
 13. Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum above the finish floor. [11B-604.8.3]

URINALS

1. Urinals shall be the stall-type or the wall-hung type with the rim 17 inches maximum above the finish floor or ground. Urinals shall be 13½ inches deep minimum measured from the outer-face of the urinal rim to the back of the fixture. [11B-605.2]
2. A clear floor or ground space complying with Section 11B-305 positioned for forward approach shall be provided. [11B-605.3]

LAVATORIES AND SINKS

1. A clear floor space complying with Section 11B-305, positioned for a forward approach, and knee and toe clearance complying with Section 11B-306 shall be provided. [11B-606.2]
2. A parallel approach complying with Section 11B-305 shall be permitted to a kitchen sink in a space where a cook top or conventional range is not provided and to wet bars. [11B-606.2 Exception 1]
3. Lavatories and sinks shall be installed with the front of the higher of the rim or counter surface 34 inches maximum above the finish floor or ground. [11B-606.3]
4. Controls of faucets shall comply with Section 11B-309.
5. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks. [11B-606.5]
6. Lavatories, when located adjacent to a side wall or partition, shall be a minimum of 18 inches to the centerline of the fixture. [11B-606.6]
7. Sinks shall be 6½ inches deep maximum. [11B-606.7] Knee clearance at lavatories shall comply with 11B-306.3.

GRAB BARS

1. Grab bars with circular section shall have an outside diameter of 1½ inches minimum and 2 inches maximum. Grab bars with non-circular cross section shall have a cross-section dimension of 2 inches maximum and a perimeter dimension of 4 inches minimum and 4.8 inches maximum. [11B-609.2]
2. The space between the wall and the grab bar shall be 1½ inches. The space between the grab bar and projecting objects below and at the ends shall be 1½ inches minimum. The space between the grab bar and projecting above shall be 12 inches minimum. The space between the grab bars and shower controls, shower fittings, and other grab bars above shall be permitted to be 1½ inches minimum.
3. Grab bars shall be installed in a horizontal position, 33 inches minimum and 36 inches maximum above the finish floor measured to the top of the gripping surface.
4. Grab bars and any wall or other surfaces adjacent to grab bars shall be free of sharp or abrasive elements and shall have rounded edges. [11B-609.5]
5. Grab bars shall not rotate within their fittings. [11B-609.6]
6. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds is applied at any point on the grab, fastener, mounting device, or supporting structure. [11B-609.8]

DIVISION 7: COMMUNICATION ELEMENTS AND FEATURES

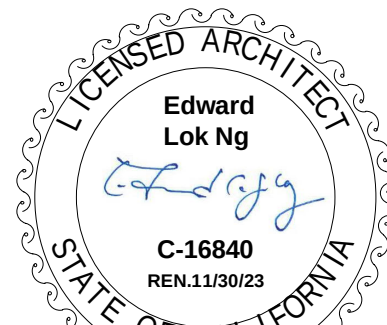
SIGNS

1. Raised characters shall comply with 11B-703.2 Raised characters and shall be duplicated in Braille complying with 11B-703.3 Braille. Raised characters shall be installed in accordance with 11B-703.4 Installation Height and Location. §11B-703.2
 - a. Raised characters shall be 1/32" minimum above their background. §11B-703.2.1
 - b. Characters shall be uppercase. §11B-703.2.2
 - c. Characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms. §11B-703.2.3
 - d. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 60 percent minimum and 110 percent maximum of the height of the uppercase letter "T". § 11B-703.2.4
 - e. Characters height measured vertically from the baseline of the character shall be 5/8" minimum and 2" maximum based on the height of the uppercase letter "T". §11B-703.2.5
 - f. Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character. §11B-703.2.6
 - g. Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding word spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8" minimum and 4 times the raised characters stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16" minimum and 4 times the raised characters stroke width maximum at the base of the cross section, and 1/8" inch minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8" minimum. §11B-703.2.7
 - h. Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent mininm and 170 percent maximum of the raised character height. § 11B-703.2.8
 - i. Text shall be in a horizontal format. §11B-703.2.9
2. Braille shall be contracted (Grade 2) and shall comply with 11B-703.3 Braille and 11B-703.4 Installation Height and Location. §11B-703.3
 - a. Braille dots shall have a domed or rounded shape and shall comply with Table 11B-703.3.1 The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms. §11B-703.3.1
 - b. Braille shall be positioned below the corresponding text in a horizontal format, flush left or centered. If text is multi-lined, Braille shall be placed below the entire text. Braille shall be separated 3/8" minimum and ½" maximum from any other tactile characters and 3/8" minimum from raised borders and decorative elements. §11B-703.3.2
3. Signs with tactile characters shall comply with 11B-703.4 Installation Height and Location. § 11B-703.4
 - a. Tactile characters on signs shall be located 48 inches minimum above finish floor or ground surface, measured from baseline of the lowest tactile character Braille cells and 60 inches maximum above finish floor or ground surface, measured from the baseline of the highest tactile character line of raised characters. §11B703.4.1 (See exception)
 - b. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leaves, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile character, is provided beyond the arc of any door swing between the closed position and 45 degree open position. Where permanent identification signage is provided for rooms and spaces they shall be located on the approach side of the door as one enters the room or space. Signs that identify exits shall be located on the approach side of the door as one exits the room or space. §11B-703.4.2 (See exception)
4. Visual characters shall comply with the following, except where visual characters comply with 11B-703.2 Raised Characters and are accompanied by Braille complying with 11B-703.3 Braille, they shall not be required to comply with 11B-703.5.2 through 11B-703.5.6, 11B-703.5.8 and 11B-703.5.9:
 - a. Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background. §11B-703.5.1
 - b. Characters shall be uppercase or lowercase or a combination of both. §11B-703.5.2
 - c. Characters shall be conventional in form. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms. §11B-703.5.3
 - d. Characters shall be selected from fonts where the width of the uppercase letter "O" is 55 60 percent minimum and 110 percent maximum of the height of the uppercase letter "T". § 11B-703.5.4

- e. Minimum character height shall comply with Table 11B-703.5.5 Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the sign. Character height shall be based on the uppercase letter "T". §11B-703.5.5 (See exception)
 - f. Visual characters shall be 40 inches minimum above the finish floor or ground. § 11B-703.5.6 (See exceptions)
 - g. Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character. §11B-703.5.7
 - h. Character spacing shall be measured between the two closest points of adjacent characters, excluding word spaces. Spacing between individual characters shall be 10 percent minimum and 35 percent maximum of character height. §11B-703.5.8
 - i. Spacing between the baselines of separate lines of characters within a message shall be 135 percent minimum and 170 percent maximum of the character height. §11B-703.5.9
1. Text shall be in a horizontal format. §11B-703.5.10
 5. Pictograms shall comply with the following:
 - a. Pictograms shall have a field height of 6 inches minimum. Characters and Braille shall not be located in the pictogram field. §11B-703.6.1
 - b. Pictograms and their fields shall have a non-glare finish. Pictograms shall contrast with their field with either a light pictogram on a dark field or a dark pictogram on a light field. § 11B-703.6.2
 - c. Pictograms shall have text descriptors located directly below the pictogram field. Text descriptors shall comply with 11B-703.2 Raised Characters, 11B-703.3 Braille and 11B-703.4 Installation Height and Location. §11B-703.6.3
 6. Symbols of accessibility and their background shall have a non-glare finish. Symbols of Accessibility shall contrast with their background with either a light symbol on a dark background or a dark symbol on a light background. §11B-703.7.1
 7. Symbols shall comply with the following:
 - a. The International Symbol of Accessibility shall comply with Figure 11B-703.7.2.1 ISA. The symbol shall consist of a white figure on a blue background. The blue shall be Color No. 15090 in Federal Standard 595B. §11B-703.7.2.1 (See exception)
 - b. The International Symbol of TTY shall comply with Figure 11B-703.7.2.2.
 - c. Telephones with a volume control shall be identified by a pictogram of a telephone handset with radiating sound waves on a square field such as shown in figure 11B-703.7.2.3.
 - d. Assistive listening systems shall be identified by the International Symbol of Access for Hearing Loss complying with Figure 11B-703.7.2.4.
 - e. Edges of signs shall be rounded chamfered or erased. Corners of signs shall have a minimum radius of 1/8 inch. §11B-703.7.2.6.4
- E. SPECIAL ROOMS, SPACES, AND ELEMENTS
F. BUILT-IN ELEMENTS
DINING SURFACES AND WORK SURFACES
(Note or show on the plans)
1. The tops of dining surfaces and work surfaces shall be 28 inches minimum and 34 inches maximum above the finish floor or ground. §11B-902.3
 2. Where food or drink is served for consumption at a counter exceeding 34 inches in height, a portion of the main counter 60 inches minimum in length shall be provided in compliance with 11B-902.3. §11B-226.3

Client: CITY OF MONTEBELLO

Consultant:



• ACCESSIBLE DETAILS
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A5.1

SENIOR CENTER RENOVATION

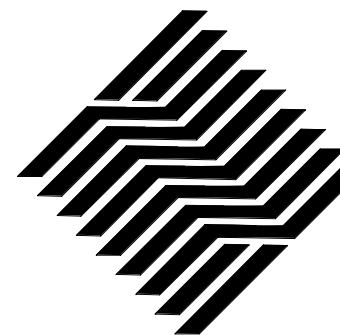
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

NO.	REVISION	DATE	ISSUED

Designer: JS
CAD Draft: JS
Architect: LN
Engineer: Approver
Client: MONTEBELLO
Date Issue: 1-27-2022
Job Number: 3002

Architecture
Interiors
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TYPICAL STUD WALL



* USE 2X6 STUDS AT PLUMBING WALLS AND WHERE HEIGHT EXCEEDS 10 FT

NON BEARING WALL

13



9

- ## GENERAL

- ## GENERAL

NAILING SCHEDULE

CARPENTRY

1. ALL LUMBER SHALL BE NO. 2 GRADE MARKED DOUGLAS FIR LARCH FOR VERTICAL MEMBERS AND NO. 1 DOUGLAS FIR FOR HORIZONTAL MEMBERS INCLUDING 4 X POSTS OR LARGER.
2. PLYWOOD SHALL CONFORM TO U.S. PRODUCT STANDARDS PS-1 DOUGLAS FIR NO. 1 OR C. COATING NOTED ON DRAWINGS AND SHALL BE INSPECTED BEFORE BEING COVERED.
3. WOOD SILLS SHALL BE PRESSURE-TREATED DOUGLAS FIR, U.N.O. WHEN THEY ARE IN CONTACT WITH CONCRETE OR MASONRY WITHIN 48" OF THE GROUND.
4. GALVANIZED NAILS SHALL BE USED FOR EXTERIOR WOOD. ALL NAILS SHALL BE COMMON WIRE OR GALVANIZED COB FOR SHEAR WALLS AND DIAPHRAGMS.
5. ALL FINISH WOOD, EXTERIOR AND INTERIOR, SHALL BE NAILED WITH FINISH NAILS & COUNTERSUNK.
6. DO NOT CUT STRUCTURAL MEMBERS FOR PIPES, ETC., UNLESS SPECIFICALLY DETAILED OR STATED IN THE CODE.
7. FIRE STOPS: PROVIDE BLOCKING AT ALL INTERSECTIONS OF STUD WALLS TO FLOOR, STAIRS, CEILING, ROOF, AND FURRED SPACES.
8. ALL LUMBER SHALL BE DOUGLAS FIR LARCH TYPE.
9. PROVIDE STANDARD PLATE WASHERS FOR BOLTS BEAR ON WOOD. U.N.O.
10. JOISTS AND RAFTERS SHALL BE BLOCKED WITH 2 X 4 @ 8'-0" O.C. MAX.
11. DOUBLE FLOOR JOISTS WHERE THEY ARE PARALLEL TO PARTITIONS.

CONCRETE

1. CONCRETE SHALL BE 3,500 PSI AT 28 DAYS;
CONCRETE IS DESIGNED FOR 2500 PSI, NO SPECIAL INSPECTION IS
REQUIRED.
2. CONCRETE: 1 PART CEMENT, 2 1/2 PARTS SAND, AND 3 1/2 PARTS 3/4" DIA.
ROCK. TOTAL WATER SHALL NOT EXCEED 7 GALLONS PER SACK OF
CEMENT.
3. GROUT: 1 PART CEMENT, 3 PARTS SAND, 2 PARTS 3/8" DIA. MAXIMUM PEA
GRAVEL OR APPROVED EQUAL.
4. CEMENT SHALL BE TYPE V PORTLAND "S" PER ASTM C-150.
5. CONTRACTOR TO PROVIDE SUBMITTAL FOR APPROVAL.

REINFORCED STEEL

1. REINFORCED STEEL SHALL CONFORM TO ASTM A615, GRADE 40 FOR SIZES #3 AND #4 GRADE 60 FOR SIZES #5 AND LARGER.
2. WELDED FABRIC (MESH) SHALL CONFORM TO THE LATEST REVISED ASTM A188 SMOOTH WIRE FABRIC SHALL CONFORM TO ASTM A85 YIELD STRENGTH 60 KSI
3. ALL BARS IN MASONRY SHALL BE LAPPED A MINIMUM OF 40 BAR DIAMETERS (2'-0" MIN.) AT ALL SPLICES UNLESS NOTED OTHERWISE.
4. ALL BARS IN CONCRETE SHALL BE LAPPED A MINIMUM OF 36 BAR DIAMETERS (2'-0" MIN.) AT ALL SPLICES UNLESS NOTED OTHERWISE.
5. SPLICES OF HORIZONTAL REBAR IN WALLS AND FOOTINGS SHALL BE STAGGERED 40 BAR DIAMETERS MINIMUM. ALL BENDING AND WELDING OF STEEL SHALL CONFORM TO THE LATEST EDITION OF CALIFORNIA BUILDING CODE.

MASONRY

1. MASONRY UNITS SHALL CONFORM TO A.S.T.M. C90, GRADE N. COMPRESSIVE DESIGN STRENGTH Fm = 1500 P.S.I.
2. GROUT SHALL BE PROPORTIONED BY VOLUME OF ONE PART PORTLAND CEMENT AND THREE PARTS SAND.
3. MORTAR SHALL HAVE PROPORTIONS OF ONE PART PORTLAND CEMENT, 1/4 PART LINE PUTTY AND THREE PARTS SAND BY VOLUME.
4. ALL COLUMNS CONTAINING REINFORCING STEEL INCLUDING CELLS BELOW GRADE SHALL BE FULL GROUTED.
5. PROVIDE GROUT STOP AS REQUIRED.
6. DEPUTY INSPECTION IS NOT REQUIRED FOR MASONRY CONSTRUCTION, UNLESS OTHERWISE NOTED.

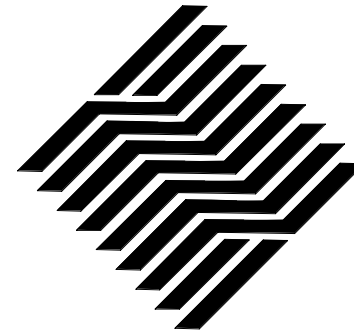


15 EXT. BEARING WALL
1" = 1'-0"

11 INT. NON BEARING
1" = 1'-0"

16 CUTTING, NOTCHING AND BORING
1" = 1'-0"

ABO



SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

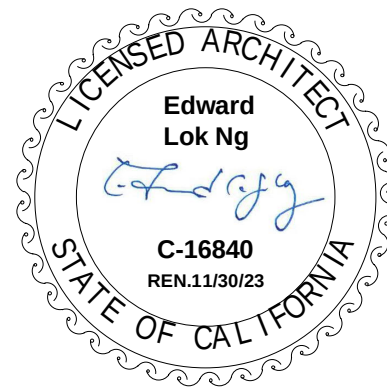
115 S. TAYLOR, MONTEBELLO, 90640

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Designer:	JS
CAD Draft:	JS
Architect:	LN
Engineer:	Approval
Client:	MONTH
Date Issue:	1-27
Job Number:	3002

Client:
CITY OF MONTEBELLO

Consultant:

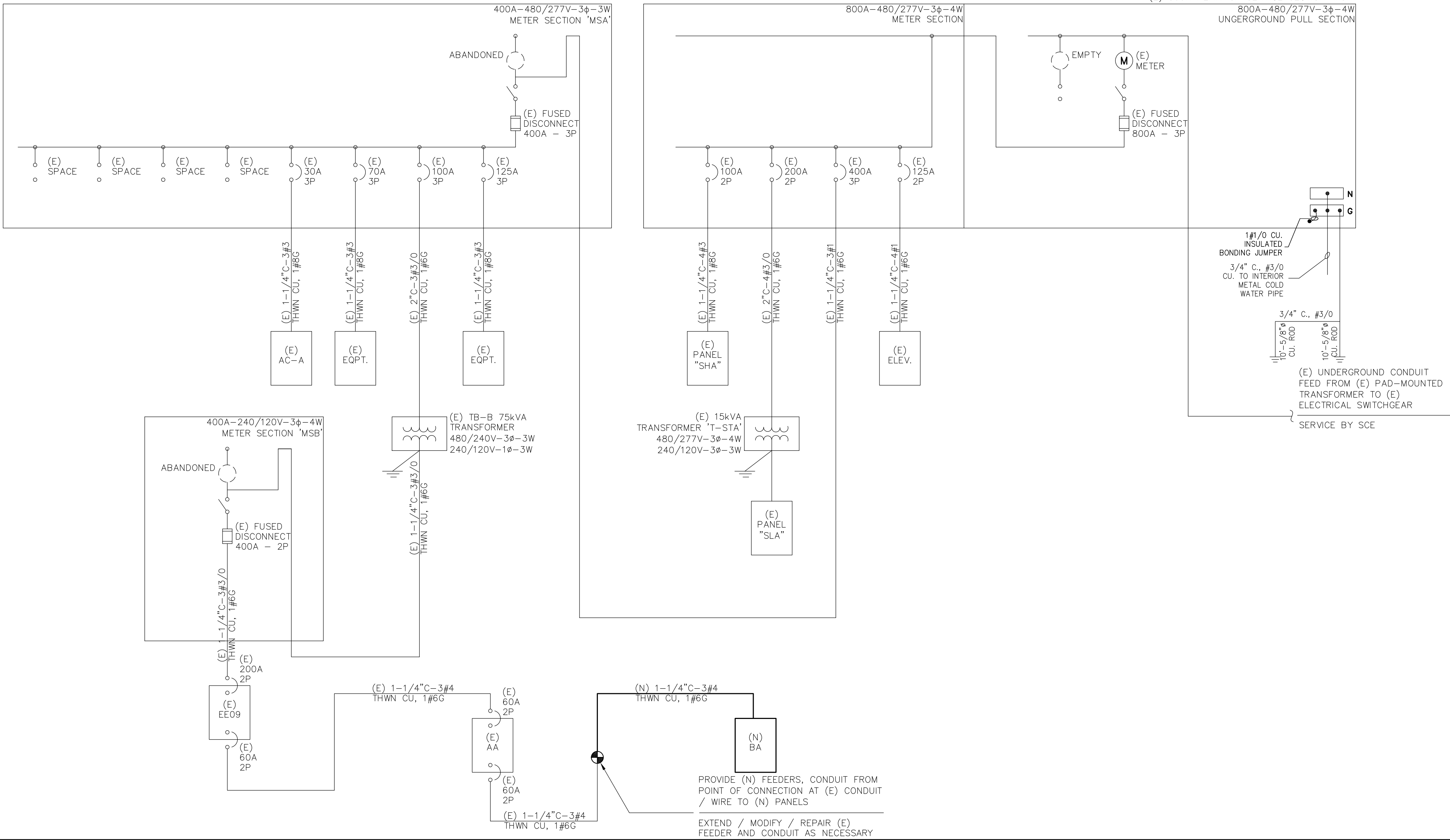


- DETAILS
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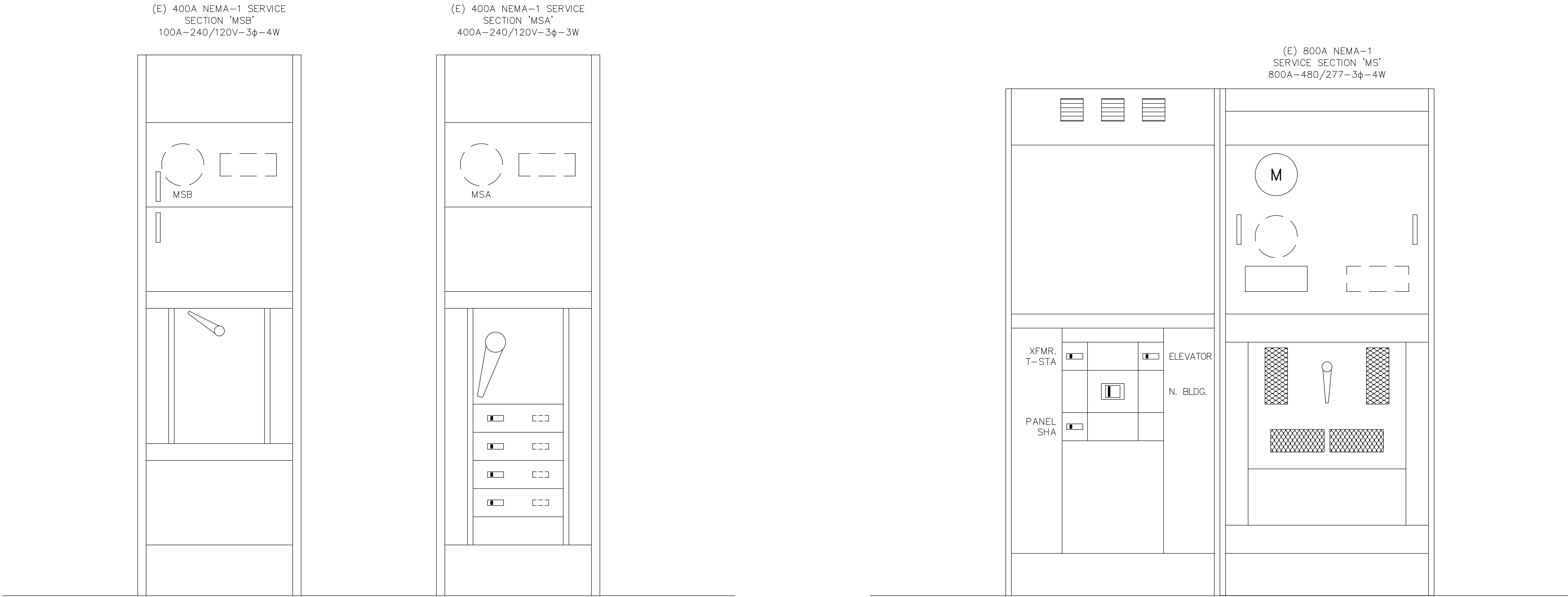
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S I N G L E L I N E D I A G R A M



S W I T C H G E A R E L E V A T I O N

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E2.0	SITE PLAN
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E2.2	DEMOLITION LIGHTING PLAN
E2.3	RENOVATION POWER PLAN
E2.4	RENOVATION LIGHTING PLAN
E3.0	PANEL SCHEDULES
E4.0	TITLE 24

CONTRACTOR SHALL VERIFY
AVAILABILITY OF ALL
UTILITIES PRIOR TO
INITIATION OF
CONSTRUCTION

LEGEND

SYMBOL	DESCRIPTION
	LIGHT FIXTURE, EXIT, SINGLE FACED, UNIVERSAL MOUNTED WITH DIRECTIONAL ARROWS
	LIGHT FIXTURE, EXIT, DOUBLE FACED, UNIVERSAL MOUNTED WITH DIRECTIONAL ARROWS
	LIGHT FIXTURE, EXIT
	DUPLEX RECEPTACLE, 20A, 120V, +15" AFF TO BOTTOM OF BOX OR AS NOTED; G - INDICATES GFT, I - INDICATES ISOLATED GROUND
	SHOW WINDOW RECEPTACLE WITHIN 18" OF TOP OF SHOW WINDOW
	DEDICATED EQUIPMENT RECEPTACLE, 20A, 120V
	JUNCTION BOX, 4" x 1-1/2" SQUARE, TYP, UNO
	JUNCTION BOX, WALL MOUNTED, 4" x 1-1/2" SQUARE; TYP, UNO
	PHOTO SENSOR FOR AUTOMATIC DAYLIGHT CONTROL
	OCCUPANCY SENSOR
	SWITCH, SINGLE (+48" UNO TO TOP OF BOX)
	X = DESIGNATED LUMINARIES CONTROLLED BY SWITCH
	SWITCH, MULTIPLE (+48" UNO TO TOP OF BOX)
	a = SWITCH ONE; b = SWITCH TWO
	OVERIDE SWITCH - TIMED, 2 HOUR MAXIMUM OVERRIDE
	SWITCH, 3-WAY (+48" UNO TO TOP OF BOX)
	SWITCH, 4-WAY (+48" UNO TO TOP OF BOX)
	SWITCH: K=KEY OPERATED M=MANUAL MOTOR P=PLUG SWITCH T=TIMER D=DIMMING L=ILLUMINATED
	DISCONNECT SWITCH; RATINGS AS NOTED
	FUSED DISCONNECT SWITCH; RATING AS NOTED
	MANUAL MOTOR STARTER
	HOME RUN TO PANEL BOARD "A" CIRCUITS 1, 3, 5
	PANEL BOARD
	LIGHTING FIXTURE DESIGNATION; TYPE A, 98 VA
	DENOTES PANELBOARD / SWITCHBOARD "A"
	PROGRAMMABLE TIME CLOCK
LINE TYPE	
	CONDUIT CONCEALED IN WALL OR CEILING; SIZE AS NOTED
	CONDUIT BELOW FLOOR OR GRADE OR IN SLAB; SIZE AS NOTED
	CONDUIT EXPOSED; SIZE AS NOTED
	TELEPHONE SYSTEM CONDUIT; 3/4" C OR AS NOTED
	BRANCH CIRCUIT
	CONDUIT TURNED
	CONDUIT TURNED UP OR TOWARD OBSERVER
	CONDUIT TURNED DOWN OR AWAY FROM OBSERVER
	CIRCUIT BREAKER
	1/2" TICK MARKS INDICATE QUANTITY OF #12 AWG CONDUCTORS UNO, NO MARKS INDICATES 2 #12; LARGE SLASH DENOTES NEUTRAL; SLASH WITH DOT DENOTES CODE SIZED GROUND
	MARK COUNT INDICATES QUANTITY, CONDUCTOR; SIZE AS NOTED
ABBREVIATIONS	
(E)	EXISTING
(N)	NEW
C.O.	CONDUIT ONLY FOR FUTURE CONNECTION; 3/4" OR AS NOTED

SCOPE OF WORK

1. MAINTAIN BUILDING ELECTRICAL SERVICES ON SITE AND IN SPACE; MODIFY SERVICES AS IDENTIFIED HEREIN
2. MAINTAIN ELECTRICAL SERVICES (BREAKERS, CONDUIT, FEEDERS) FROM BUILDING ELECTRICAL SERVICE TO DISTRIBUTION BOARD, PANELS ON SITE / IN SPACE UNLESS OTHERWISE NOTED
3. DEMO (E) PANEL BA IN BASEMENT HALLWAY; PROVIDE (N) PANEL BA WITH ASSOCIATED CONDUIT, BREAKER, FEEDER FROM ELECTRICAL SERVICE; RE-CIRCUIT (E) PANELS AS IDENTIFIED ON PANEL SCHEDULE
4. MAINTAIN BREAKERS IN SERVICE DISTRIBUTION BOARD, PANELS AND SUB-PANELS WHERE POSSIBLE AND UNLESS IDENTIFIED OTHERWISE IN SPACE
5. PROVIDE CIRCUITING TO EQUIPMENT, HVAC, PLUMBING AND ANCILLARIES AS NECESSARY
6. PROVIDE RECEPTACLES AND ANCILLARIES IN SPACE
7. COORDINATE REQUIREMENTS FOR SPACE TO ACCOMMODATE MEASURES AS NECESSARY AND AS IDENTIFIED HEREIN
8. PROVIDE NEW TITLE 24 COMPLIANT LIGHTING AND LIGHTING CONTROLS

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issued: 9-15-2023
Job Number: 3002

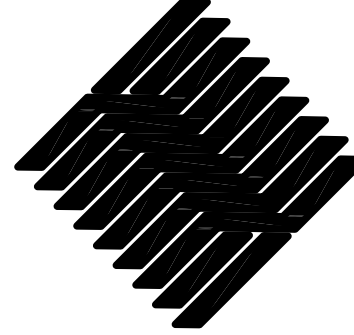
Client: CITY OF MONTEBELLO
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CALIFORNIA AVENUE SUITE 400 DOWNEY, CA 90241 (714) 444-0077 WWW.EDANALYSIS.COM

- LEGEND, SCOPE OF WORK, DRAWING INDEX, SINGLE LINE

E1.0

Architecture
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- f. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.
- B. EQUIPMENT
- 1) INSTALL EQUIPMENT AND ASSOCIATED COMPONENTS AND ELECTRICAL SYSTEMS IN ACCORDANCE WITH REQUIREMENTS OF EQUIPMENT MANUFACTURER.
- C. HARDWARE
- 1) PROVIDE ALL NECESSARY SUPPORTS, FASTENERS, BLOCKING AND BACKING AS REQUIRED TO INSTALL ELECTRICAL SYSTEM. ELECTRICAL SYSTEMS SHALL BE GROUNDED.
- 2) PROVIDE HARDWARE RATED FOR REQUIRED KAIC PROTECTION. IN EVENT FAULT CURRENT CALCULATIONS ARE NOT PROVIDED ON PLANS, CONTRACTOR SHALL VERIFY KAIC RATING REQUIREMENTS PRIOR TO PROCUREMENT AND INSTALLATION SO AS TO SECURE CORRECT BREAKER RATINGS (ET AL).
- 3) INSTALL ALL SWITCHES AND THERMOSTATS SHOWN AT +48" ABOVE FINISH FLOOR UNLESS OTHERWISE NOTED ON PLAN. ALL HEIGHTS ARE GIVEN FROM TOP TO FINISH FLOOR TO CENTERLINE OF COVER PLATE, MOUNTED VERTICALLY LENGTHWISE, WHEN MORE THAN ONE SWITCH IS REQUIRED AT THE SAME LOCATION, GANG AND FINISHED WITH A ONE PIECE COVER PLATE. PROVIDE BARRIERS AS REQUIRED FOR DIFFERENT VOLTAGE AND PHASE AS REQUIRED.
- 4) INSTALL WALL MOUNTED TELEPHONE AND ELECTRICAL OUTLETS +18" ABOVE FLOOR UNLESS OTHERWISE NOTED. UNLESS NOTED OTHERWISE, ALL OUTLET HEIGHTS ARE GIVEN FROM FINISH FLOOR TO CENTERLINE OF LOWER PLUG.
- 5) OFFSET ALL OUTLETS SHOWN BACK-TO-BACK IN PARTITIONS THE MINIMUM DIMENSION REQUIRED (WITHOUT TOUCHING) TO AVOID BACK TO BACK INSTALLATIONS. DO NOT LOCATED OUTLETS BACK TO BACK IN FIRE RATED WALLS.
- 6) ALL CONDUITS AND JUNCTION BOXES CONCEALED IN FINISHED AREAS SHALL BE REVIEWED BY OWNER'S REPRESENTATIVES PRIOR TO CONCEALMENT AND FINISH TREATMENTS.
- 7) PROVIDE RECEPTACLES IN CONCEALED SPACES AND ON ROOFTOP AS REQUIRED IN VICINITY OF HVAC EQUIPMENT IN ATTIC SPACES. PROVIDE GFCI CONFIGURATIONS AS NECESSARY.
- 8) PROVIDE SHOW WINDOW LIGHTING RECEPTACLES AT STOREFRONT / WINDOWS ADJACENT TO PUBLIC WAY.
- 9) ALL COVER PLATES AND SWITCH PLATES SHALL BE THE SAME FINISH THROUGHOUT THE BUILDING, UNLESS NOTED OTHERWISE AS SELECTED BY THE ARCHITECT.
- 10) VERIFY DOOR SWINGS PRIOR TO INSTALLATION OF LIGHT SWITCHES.
- 11) INSTALL ALL EXPOSED CONDUIT WITH A VISIBLE FINISHED PRODUCT COMMENSURATE WITH FACILITY AND GRADE OF INSTALLATION. EXPOSED CONDUIT LAYOUTS MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- 12) PROVIDE PULL STRINGS FROM OUTLETS TO CEILING SPACE. PROVIDE MULTIPLE PULL STRINGS ACCORDINGLY.
- 13) MAINTAIN CONTINUITY OF EXISTING CIRCUITING FOR EQUIPMENT AND HARDWARE MAINTAINED AS PART OF THIS PROJECT. THE CONTRACTOR SHALL TRACE ALL EXISTING CIRCUITS IN THE AREA OF CONSTRUCTION BACK TO SOURCE.
- C. PANELS
- 1) LOCATE NO ELECTRICAL PANELS WITHIN FIRE RATED CORRIDORS.
- D. LIGHTING
- 1) FURNISH AND INSTALL ALL NEW FIXTURES AND FIXTURE LAMPS.
- 2) LIGHT FIXTURES, LENSES, ETC., SHALL BE NEW AND ABSOLUTELY FREE OF DEFECTS. ANY AND ALL DAMAGE, DENTED, OR DEFECTIVE EQUIPMENT WILL BE REJECTED.
- 3) LIGHTING FIXTURES SHALL BE INDIVIDUALLY SUPPORTED FROM STRUCTURAL FRAMING MEMBERS ABOVE.
- 4) PROVIDE LIGHTING AND ASSOCIATED SWITCHING IN CONCEALED SPACES AS REQUIRED IN VICINITY OF HVAC EQUIPMENT IN ATTIC SPACES.
- 5) EMERGENCY LIGHTING SHALL BE PROVIDED GIVING A MINIMUM VALUE OF ONE FOOT CANDLE AT FLOOR LEVEL.
- E. CONTROLS
- 1) ELECTRICAL PANELS SHALL NOT BE LOCATED WITHIN FIRE RATED CORRIDORS.
- F. SPECIALTIES
- 1) CONNECT EXIT SIGNS TO AN EMERGENCY ELECTRIFIED POWER SYSTEM (STORAGE BATTERIES, UNIT EQUIPMENT, OR AN ON-SITE GENERATOR SET) OR AN APPROVED SELF-LUMINOUS SYSTEM THAT PROVIDES CONTINUOUS ILLUMINATION INDEPENDENT OF THE EXTERNAL POWER SOURCE TO ENSURE THAT THE EXIT SIGNS ARE ILLUMINATED AT ALL TIMES.
- G. ACCEPTANCE
- 1) IDENTIFY AND LABEL CIRCUITING FOR ALL EQUIPMENT AND HARDWARE WITH ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS
- 2) REPAIR OR REPLACE ANY DAMAGED CONSTRUCTION ADJACENT TO WORK PROVIDED UNDER THIS SCOPE OF WORK.
- 3) EQUIPMENT AND HARDWARE SHALL BE IDENTIFIED VIA ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS, MANUFACTURED PIPE LABELS, CIRCUIT TAGS AND COMPLETED PANEL SCHEDULE LINE CARDS, ET AL.
- 4) AT THE COMPLETION OF THE INSTALLATION TEST EQUIPMENT AND HARDWARE FOR AND DEMONSTRATE TO OWNER'S REPRESENTATIVES PROPER OPERATION, AND MAKE ADJUSTMENTS AS REQUIRED. DELIVER VALIDATED CERTIFICATES, WARRANTIES AND GUARANTEES FOR NEW EQUIPMENT TO OWNER'S REPRESENTATIVE.
- 5) MAINTAIN ONE SET OF REPRODUCIBLE DRAWINGS OF "AS-BUILT" CONDITIONS AND AT THE COMPLETION OF THE PROJECT SHALL SUBMIT SAME TO THE ARCHITECT.
- 6) TERMS CITED HEREIN ARE REFLECTIVE OF OR IN ADDITION TO REQUIREMENTS FOR COMPLIANCE OF INSTALLATION TO APPLICABLE CODES. SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL OF DEVIATION FROM SAID TERMS.

- d. DO NOT SCALE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR SHALL CLARIFY WITH OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.
- e. VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY FIELD MEASUREMENTS. BEFORE COMMENCING WORK. CHECK ALL LINES AND LEVELS INDICATED IMMEDIATELY REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR CORRECTION AND ADJUSTMENT. PROVIDE PROPER FIT AND ATTACHMENT OF ALL PARTITIONS AND CONSTRUCTION MATERIALS.
- f. ALL DIMENSIONS NOTED "MINIMUM", "CLEAR", OR "VERIFY" ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCES ARE TO BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR RESOLUTION. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE TERMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED ONES.
- g. ADVISE OWNER'S REPRESENTATIVE OF ALL CONFLICTS THAT EXIST AT THE LOCATIONS OF ALL OF THE MECHANICAL, TELEPHONE, ELECTRICAL, LIGHTING, PLUMBING AND SPRINKLER EQUIPMENT (TO INCLUDE ALL PIPING, DUCTWORK AND CONDUITS) AND SHALL PROVIDE OWNER'S REPRESENTATIVE WITH ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF THE ABOVE EQUIPMENT.
- h. KEEP A PROJECT RECORD SET CONSISTING OF DRAWINGS MARKING ALL CHANGES TO THE ORIGINAL DRAWINGS THROUGHOUT THE COURSE OF THE PROJECT. DELIVER "MARKED-UP" REPRODUCIBLE COPY TO OWNER'S REPRESENTATIVE AT THE COMPLETION OF THE PROJECT.
- 2) STANDARD OF CARE
- a. REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCING WORK.
- b. IF ANY MATERIALS OR PRODUCTS ARE INSTALLED WITHOUT FIRST PROVIDING THE REQUIRED SUBMITTALS OR SHOP DRAWINGS FOR APPROVAL, THOSE MATERIALS OR PRODUCTS ARE SUBJECT TO BEING REMOVED AND CORRECTLY REINSTALLED AT FULL COST TO THE CONTRACTOR.
- c. WORK SHALL BE COMMENSURATE TO FINISHED CONDITIONS WITHIN SPACE AND / OR STRUCTURE, AND / OR TO STANDARDS ESTABLISHED IN COMMENSURATE TERMS.
- d. NO WORK, DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE DRAWINGS OR NOTES, WILL BE FOUND ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT DEFECT AND DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- e. WORK WHICH CREATES NOXIOUS ODORS SHALL BE PERFORMED AT A TIME OF AGREEABLE WITH, AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AND PER JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS.
- f. PROVIDE AN EMERGENCY POWER SOURCE FOR EXIT AND EXIT WAY ILLUMINATION.
- g. KEEP ALL BUILDING AREAS CLEAN AND FREE OF ACCUMULATED DIRT AND DEBRIS. AT THE COMPLETION OF CONSTRUCTION, REMOVE ANY SURPLUS MATERIALS, DEBRIS AND EQUIPMENT.
- 3) COORDINATION OF CONSTRUCTION EFFORT
- a. ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- b. COORDINATE SCHEDULE WITH ALL CONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- c. THE CONTRACTOR SHALL COORDINATE SCHEDULE FOR ALL SUBCONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS.
- d. THE CONTRACTOR SHALL ORDER MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- e. COORDINATE INSTALLATION OF ALL WORK FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
- f. COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- g. COORDINATE INSTALLATION OF ALL WORK BY SUBCONTRACTORS FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH OWNER'S REPRESENTATIVE IN THE FIELD.
- h. COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- i. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ITEMS NOT IN CONTRACT AND ITEMS PROVIDED BY OTHERS WITH OTHER TRADES.
- 4) PLACEMENT OF EQUIPMENT AND HARDWARE
- a. ALL DIMENSIONS NOTES "CLR" ARE CLEAR AND ARE NOT ADJUSTABLE WITHOUT APPROVAL FROM ARCHITECT.
- b. ALIGN PARTITIONS ADJACENT TO BASE BUILDING COLUMNS OR WALL WITH THE FACE OF FINISHED COLUMN SURFACE, UNLESS NOTED OTHERWISE.
- c. DIMENSIONS ARE NOT ADJUSTABLE WITHOUT REVIEW BY ARCHITECT UNLESS NOTED OTHERWISE.
- d. ARRANGE AND PLACE ALL FRAMING MEMBERS TO PERMIT INSTALLATION OF PIPE, CONDUITS, AND DUCTWORK WITH MINIMAL CUTTING. ALL NECESSARY CUTTING, BLOCKING, BRACING, SUPPORTING AND REPAIRING SHALL BE APPROVED BY ARCHITECT.
- e. ARRANGE AND PLACE CEILING MOUNTED FIXTURES AND HARDWARE PER THE REFLECTED CEILING PLAN PROVIDED AS PART OF THE ARCHITECTURAL PLANS.
- f. ACCESS TO AND CLEARANCE AROUND ALL EQUIPMENT AND HARDWARE AS REQUIRED BY CODE AND BY EQUIPMENT MANUFACTURER.
- g. PROVIDE ACCESS PANELS IN LOCATIONS AS REQUIRED FOR HARDWARE REQUIRING ACCESS.
- h. COORDINATE INSTALLATION WITH OTHER TRADES AS TO EQUIPMENT AND HARDWARE ASSOCIATED WITH RESPECTIVE TRADES FOR NECESSARILY CONDUIT AND WIRING AND SENSORS AND CONTROLS.
- 5) INTEGRITY OF CONSTRUCTION
- a. X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAWCUTTING OR CORING.
- b. MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION. ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
- c. PROVIDE INSTALLATIONS PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMMENSURATE WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOB.
- d. DO BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM ARCHITECT.
- e. PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.

1. GENERAL
- A. ADMINISTRATIVE
- 1) BASIS OF WORK
- a. SCOPE OF WORK SHALL BE AS IDENTIFIED HEREIN THESE DRAWINGS ON SHEET T-1.1, FOR COMPLETE AND OPERABLE FACILITY AND INSTALLATION.
- b. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AS ADOPTED AND AS AMENDED BY THE INSPECTING AUTHORITY:
- i) CALIFORNIA BUILDING CODE (2019).
- ii) CALIFORNIA ELECTRICAL CODE (2019).
- iii) CALIFORNIA MECHANICAL CODE (2019).
- iv) CALIFORNIA PLUMBING CODE (2019).
- v) CALIFORNIA ADMINISTRATIVE CODE - TITLE 24 (2019).
- vi) CALIFORNIA FIRE CODE (2019).
- vii) AMENDMENTS AS ADOPTED BY LOCAL AUTHORITIES.
- c. ALL EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- d. ALL TERMS CITED HEREIN LEAD TO THE ELECTRICAL CONTRACTOR. WHETHER ACTING AS A PRIME CONTRACTOR OR AS A SUB CONTRACTOR. HEREINAFTER, THE ELECTRICAL CONTRACTOR IS REFERRED TO AS THE CONTRACTOR, AND REQUIREMENTS OF THESE NOTES SHALL DIRECT SAID CONTRACTOR TO ACCOMPLISH TASKS AS CITED HEREIN.
- 2) CONTRACTUAL OBLIGATIONS
- a. PURCHASE AND MAINTAIN CERTIFICATIONS OF INSURANCE WITH RESPECT TO WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE LIMITS AS REQUIRED BY LAW. INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- b. APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO), SUBMIT TO OWNER FOR REIMBURSEMENT OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).
- c. PROVIDE A LIST OF SUBCONTRACTORS TO ARCHITECT PRIOR TO THE START OF WORK.
- 3) BIDDING
- a. DURING PRICING PERIOD, CONFIRM IN WRITING THE APPROXIMATE ON-SITE DELIVERY DATES FOR ALL CONSTRUCTION MATERIALS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND NOTIFY OWNER'S REPRESENTATIVE IN WRITING OR ANY POSSIBLE CONSTRUCTION DELAYS AFFECTING OCCUPANCY THAT MAY ARISE DUE TO THE UNAVAILABILITY OF SPECIFIED PRODUCTS.
- b. UPON SUBMITTAL OF THE FINAL CONSTRUCTION COSTS, SUBMIT A SPECIFIC CONSTRUCTION SCHEDULE INDICATING THE REQUIRED CONSTRUCTION TIME FOR ALL SUBCONTRACTORS AND CONTRACTOR'S WORK.
- c. ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE. SUBSTITUTIONS MAY BE CONSIDERED DUE TO THE CONTRACTOR'S DELAY IN ORDERING SPECIFIED LONG LEAD ITEMS. ALL SUBSTITUTION MUST BE APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY ORDER PLACEMENT OR PURCHASE. ANY SUBSTITUTION INSTALLED WITHOUT APPROVAL WILL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
- d. PROVIDE HARDWARE RATED FOR REQUIRED KAIC PROTECTION. IN EVENT FAULT CURRENT CALCULATIONS ARE NOT BIDDING SO AS TO SECURE CORRECT BREAKER RATINGS (ET AL).
- e. ACCOUNT FOR ADDITIONAL OFFSETS, FITTINGS, HARDWARE, ET AL AS NECESSARY TO ACCOMMODATE REQUIREMENTS FOR FIELD CONDITIONS AND COORDINATION BETWEEN DISCIPLINES.
- f. INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- g. ACCOUNT FOR ANY AND ALL OVERTIME COSTS.
- 4) SUBMITTALS
- a. SHALL SUBMIT SHOP DRAWINGS, AND / OR DESCRIPTIVE DATA AND SAMPLES OF ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL FOR APPROVAL BY THE ARCHITECT PRIOR TO INSTALLATION.
- b. ADDITIONAL REQUIREMENTS FOR SUBMITTAL INFORMATION IS PROVIDED HEREINAFTER.
- 5) RECEIVING AND STORAGE
- a. RECEIVE, STORE AND SECURE ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL ON SITE OR AS OTHERWISE ARRANGED FOR BY CONTRACTOR.
- 6) GUARANTEE
- a. PROVIDE ONE YEAR GUARANTEE TO CONTRACTOR ON PARTS AND LABOR EXCEPT AS OTHERWISE SPECIFIED HEREIN.
2. PRODUCTS
- A. GENERAL
- B. EQUIPMENT
- 1) PROVIDE ALL EQUIPMENT WITH COPPER BUSS BARS AND WINDINGS UNLESS SPECIFICALLY NOTED TO OWNER'S REPRESENTATIVE IN WRITING.
- C. HARDWARE
- 1) PROVIDE ALL HARDWARE WITH COPPER BUSS BARS AND WINDINGS UNLESS SPECIFICALLY NOTED TO OWNER'S REPRESENTATIVE IN WRITING.
- 2) PROVIDE ALL CONDUCTORS SHALL BE COPPER, MINIMUM SIZE #12 AWG. CONDUCTOR #10 AWG AND SMALLER SHALL BE SOLID. CONDUCTOR #8 AWG AND LARGER SHALL BE STRANDED. CONDUCTOR SHALL HAVE THIN INSULATION.
- 3) ALL CIRCUITING THROUGHOUT SHALL BE INSTALLED IN EMT UNLESS OTHERWISE SPECIFICALLY ALLOWED. CONTRACTOR MAY INSTALL MC CABLE IN PARTITION WALLS AND PLENUM SPACES FOR WRITTEN REQUEST AND RESPONSE IN WRITING FROM OWNER'S REPRESENTATIVE AND AS ALLOWED BY JURISDICTION HAVING AUTHORITY. MC CABLE FOR ISOLATED CIRCUITES SHALL HAVE TWO (2) SEPARATE GROUNDING CONDUCTORS.
- 4) ALL CONNECTIONS TO DEVICES SHALL BE TAPED WITH SCOTCH 33 ELECTRICAL TAPE.
3. EXECUTION
- A. GENERAL
- 1) DOCUMENTATION
- a. ALL ABBREVIATIONS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION.
- b. DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND DO NOT ACCOUNT FOR EVERY ASPECT OF INSTALLATION AS NECESSARY TO ACCOMMODATE FIELD CONDITIONS. CONTRACTOR SHALL CHECK CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SCALES FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN FOR A COMPLETE AND OPERABLE AND OPERATIONAL INSTALLATION PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- c. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.

PROJECT NOTES

Client:
CITY OF MONTEBELLO

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Consultant:
ENGINEERING DESIGN ANALYSIS
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PROJECT NOTES

E1.1

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Chk

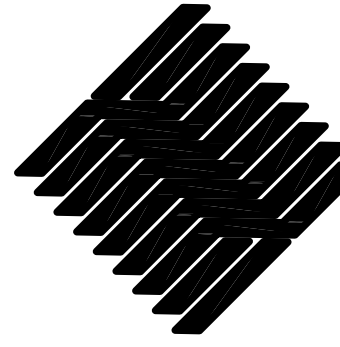
Designer: KMF	
CAD Draft: RT	
Architect: -	
Engineer: KMF	
Client: MONTEBELLO	
Date Issue: 9-15-2023	
Job Number: 3002	

Client: CITY OF MONTEBELLO	Designer: KMF CAD Draft: RT Architect: - Engineer: KMF Client: MONTEBELLO Date Issue: 9-15-2023 Job Number: 3002
-------------------------------	--

Consultant: ENGINEERING DESIGN ANALYSIS 1800 CRENSHAW AVENUE SUITE 200 TOLSON, CA 94515 TEL: 925-463-1071 WWW.EDANALYSIS.COM

PROJECT NOTES

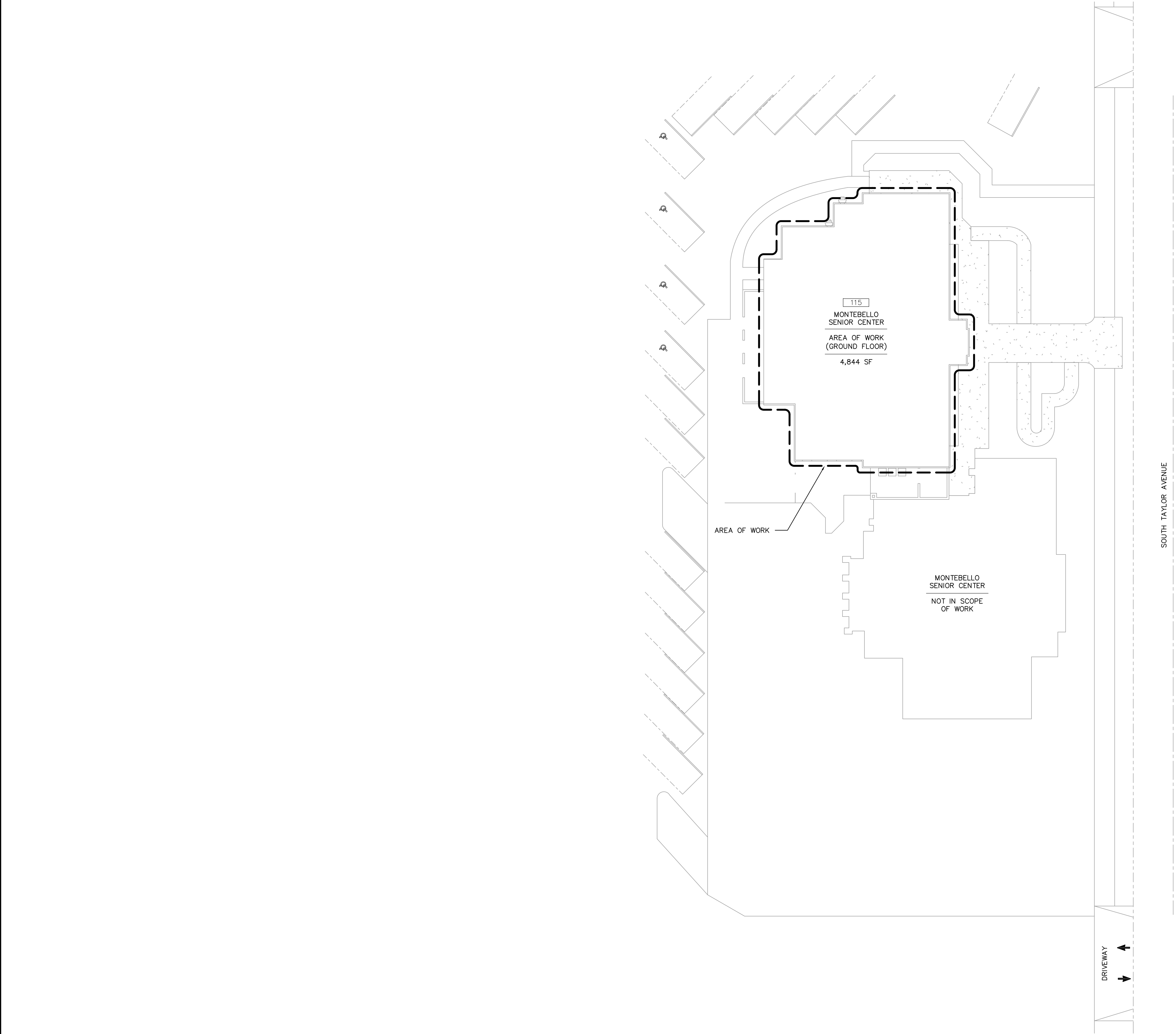
E1.1



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SCALE: 1/16"=1'-0"

• SITE PLAN

E2.0

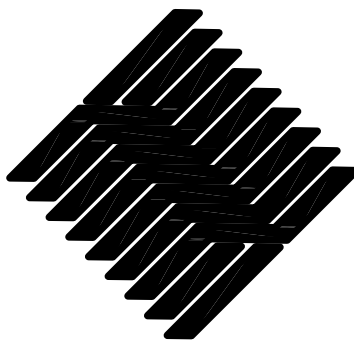
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Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

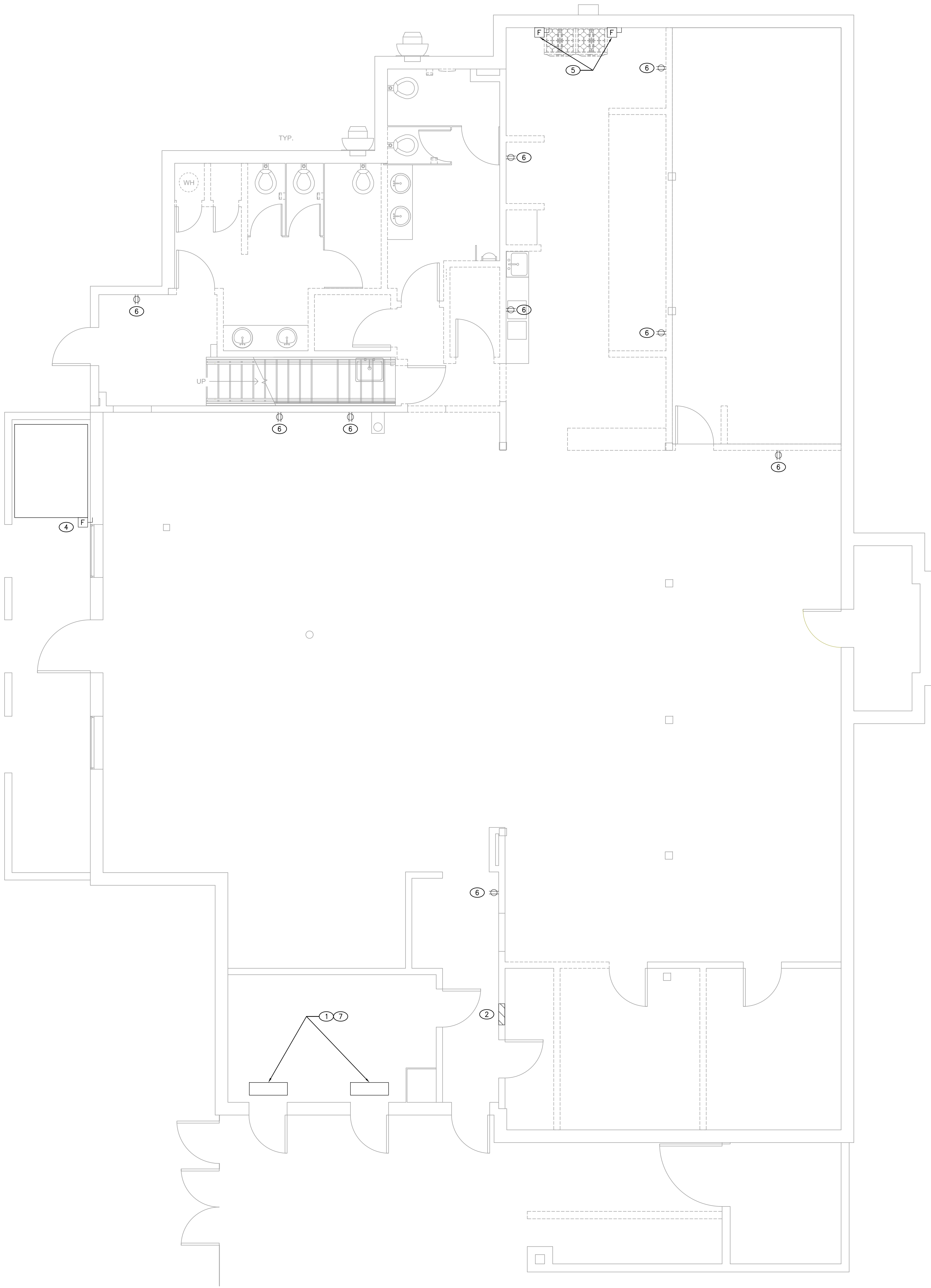
No	Date	Revision	By	Chk

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640



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- NOTES:
- ① (E) ELECTRICAL SWITCHGEARS SERVING ENTIRE BUILDING; NO MODIFICATIONS TO SWITCHGEARS
 - ② DEMO (E) ELECTRICAL PANELS IN BASEMENT LEVEL; DEMO ASSOCIATED CIRCUITING FROM POINT OF DISCONNECT TO ELECTRICAL PANEL
 - ③ DEMO (E) CIRCUITING ASSOCIATED WITH OUTDOOR HVAC UNIT; EQUIPMENT TO BE DEMO'D BY MECHANICAL CONTRACTOR
 - ④ MAINTAIN (E) CIRCUITING AND FUSED DISCONNECT ASSOCIATED WITH OUTDOOR AC UNIT, AC-A
 - ⑤ DEMO (E) CIRCUITING ASSOCIATED WITH RANGES; EQUIPMENT TO BE DEMO'D BY GENERAL CONTRACTOR
 - ⑥ DEMO (E) RECEPTACLES AND ASSOCIATED CIRCUITING
 - ⑦ DEMO (E) CIRCUITING FROM PANELS TO POINTS OF USE UNLESS OTHERWISE NOTED



DEMOLITION POWER PLAN

SCALE: 1/4"=1'-0"

- DEMOLITION POWER PLAN

E2.1

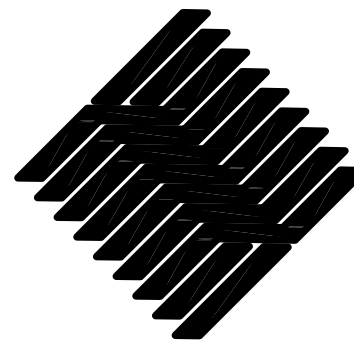
Client:
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Consultant:
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Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

No.	Date	Revision	By	Ck

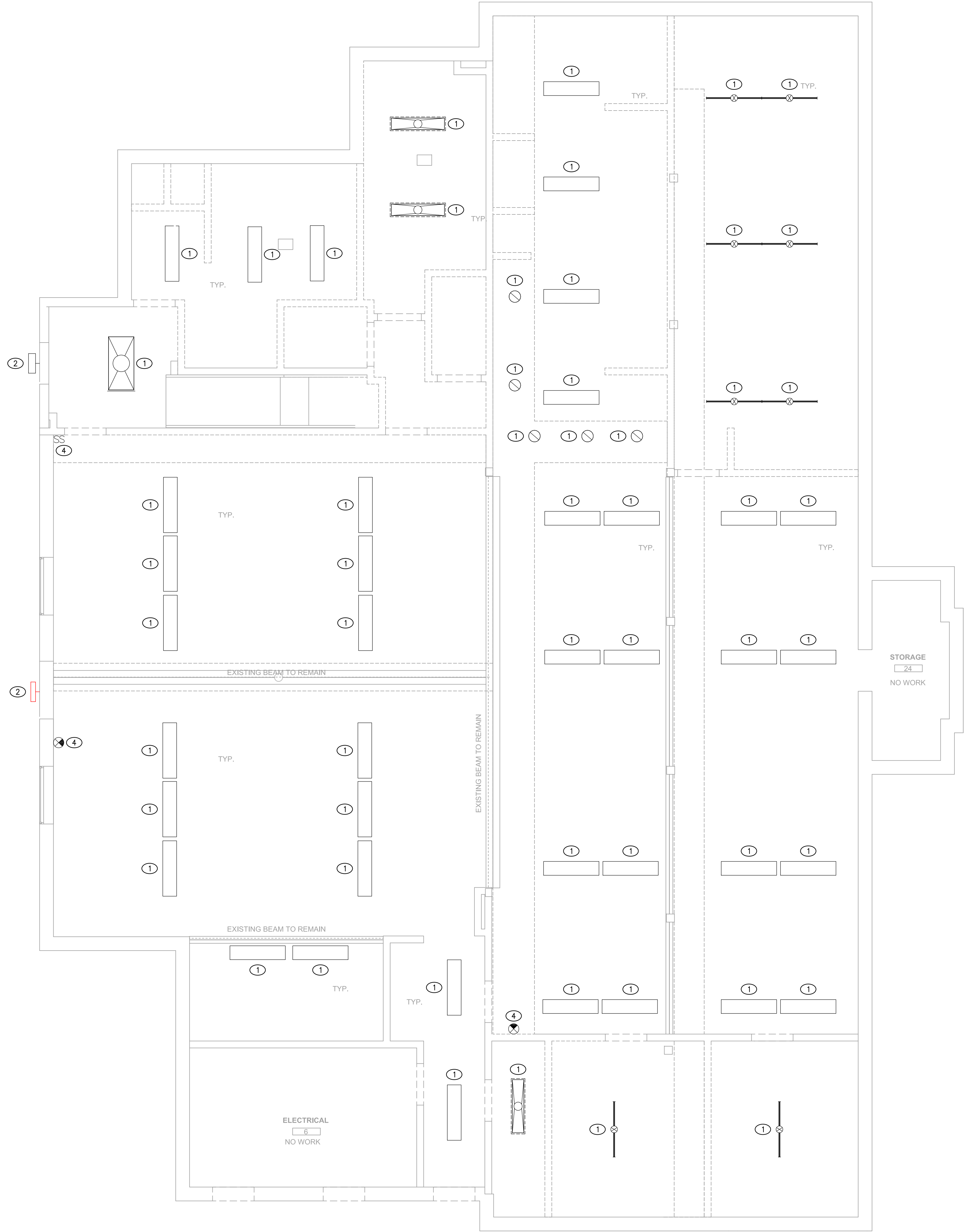
SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640



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- NOTES:
- ① DEMO (E) INTERIOR LIGHT FIXTURES; PULL WIRE BACK TO ELECTRICAL SERVICE
 - ② DEMO (E) EXTERIOR LIGHT FIXTURES; PULL WIRE BACK TO ELECTRICAL SERVICE
 - ③ MAINTAIN (E) EMERGENCY EXIT SIGNAGE
 - ④ DEMO (E) SWITCHES



DEMOLITION LIGHTING PLAN

SCALE: 1/4"=1'-0"

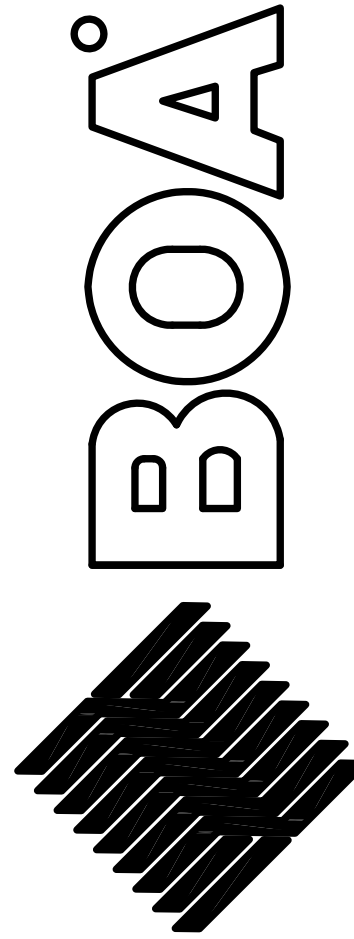
Client:
CITY OF MONTEBELLO

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Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

No.	Date	Revision	By	Chk

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640



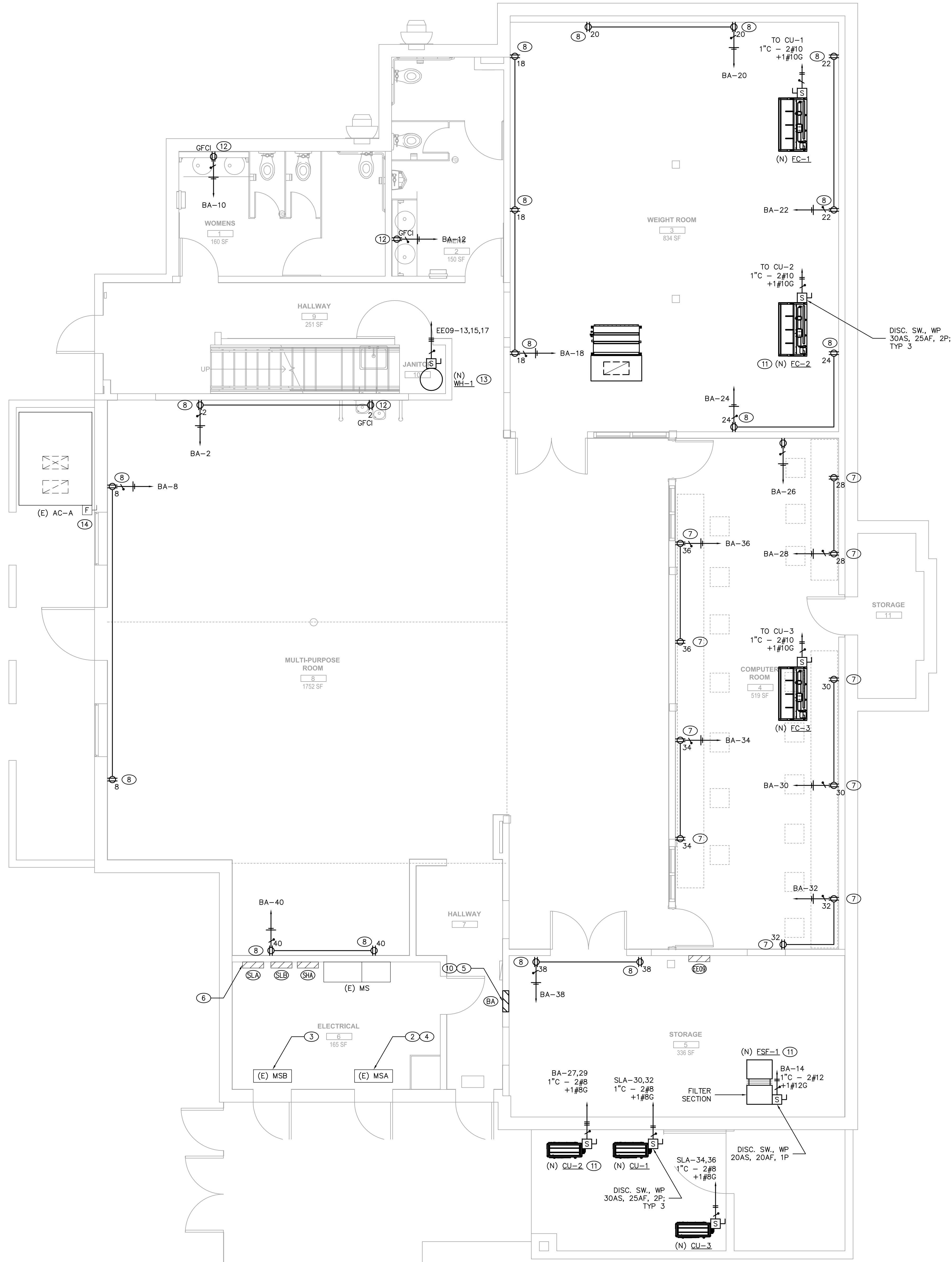
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E1.2

- DEMOLITION
- LIGHTING PLAN

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NOTES:

- ① MAINTAIN (E) 800A-480/277V-3ø-4W MS ELECTRICAL SERVICE
- ② MAINTAIN (E) 400A-240/120V-3ø-3W MSA ELECTRICAL SERVICE
- ③ MAINTAIN (E) 400A-240/120V-3ø-4W MSB ELECTRICAL SERVICE
- ④ PROVIDE (N) BREAKERS TO FEED PANELS DOWNSTREAM; PROVIDE CONDUIT, WIRING, CIRCUITING FROM ELECTRICAL SERVICE TO PANELS IN SPACE
- ⑤ PROVIDE (N) ELECTRICAL SUBPANEL BA IN SPACE; RECIRCUIT (E) CIRCUITS PER PANEL SCHEDULES; SEE SHEET E3.0
- ⑥ MAINTAIN (E) ELECTRICAL PANELS IN SPACE
- ⑦ PROVIDE (N) RECEPTACLE FOR COMPUTER STATIONS, TO INCLUDE ETHERNET DROP
- ⑧ PROVIDE (N) RECEPTACLES FOR GENERAL RECEPTACLE-BASED EQUIPMENT
- ⑨ RECIRCUIT (E) RECEPTACLES TO (N) PANELS; MAINTAIN / MODIFY (E) CONDUITS, WIRES AS NECESSARY; REPLACE ALL EXISTING RECEPTACLE OUTLET, OUTLET COVERS WITH NEW TYPE
- ⑩ PROVIDE (N) CIRCUITING FROM PANELS TO POINTS OF USE
- ⑪ PROVIDE CIRCUITING TO (N) HVAC UNITS; TYP CU'S, FC'S, FSF'S
- ⑫ PROVIDE (N) GFCI RECEPTACLES
- ⑬ PROVIDE (N) CIRCUITING TO (N) TANK-TYPE WATER HEATER IN UTILITY ROOM
- ⑭ MAINTAIN / MODIFY / REPAIR (E) CIRCUITING, ASSOCIATED FUSED DISCONNECT SERVING AC UNIT

RENOVATION POWER PLAN

SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No.	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO
Consultant: ENGINEERING DESIGN ANALYSIS 1885 CALIFORNIA AVENUE SUITE 400 DOWNEY, CA 90241 TEL: 562-261-0971 WWW.EDANALYSIS.COM

- RENOVATION POWER PLAN

E2.3



LIGHTING FIXTURES SCHEDULE									
SYMBOL	TYPE	DESCRIPTION	TOTAL V-A	LAMP			V/PH	BALLAST	REMARKS
				NO.	V-A	TYPE			
		DECO LIGHTING LINEAR LED V2S-D-4-M-40-U	36	1	36	LED	UNV	DIMMING	SURFACE MOUNTED, PROVIDE 1-10V DIMMING BALLAST
		EXIT SIGNAGE - SURELITES CAR717000R	5	2	7.5	LED	120/1	STANDARD	SURFACE MOUNT FIXTURE UL 924 LISTED
		DECO LIGHTING WALL PACK D470-LED-354050-U-Z	40	1	40	LED	UNV	STANDARD	WALL MOUNTED

NOTES:

1. ALL FIXTURE BALLASTS SHALL BE U.L. APPROVED AND CERTIFIED PER CEC 2-5314 (b).
2. ALL LAMPS PROVIDED WITH DIMMING BALLASTS SHALL HAVE DIMMING SWITCHES PROVIDED FOR CONTROL.
3. ALL MOUNTING HEIGHTS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS.
4. EXIT SIGNS SHALL NOT BE USED AS JUNCTION BOXES.
5. ALL LAMPS IN DAYLIGHT AREAS SHALL BE CONNECTED TO PHOTO SENSOR FOR AUTOMATIC DAYLIGHTING OPERATION UNLESS OTHERWISE NOTED
6. GENERAL LIGHTING OVERRIDE SWITCH SHALL BE SEPARATE FOR A MAXIMUM OF 2 HOURS
7. RESTROOM OCCUPANCY SENSOR SHALL BE SET TO 10 MINUTES OR LESS
8. ALL LIGHTING CONTROL EQUIPMENT SHALL BE APPROVED BY THE CALIFORNIA ENERGY COMMISSION AND BE LISTED IN THE APPLIANCE EFFICIENCY DATABASE (TO INCLUDE: TIMELOCKS, PHOTOSENSORS ETC.)
9. PHOTO SENSOR SHALL BE GE AWARE MODEL #PCD-IN-SA

- NOTES:**
- ① NEW LED LIGHT FIXTURES; INSTALL NEW CONDUIT, WIRE, AND CIRCUIT
 - ② NEW LED LIGHT FIXTURES; INSTALL NEW CONDUIT, WIRE, AND CIRCUIT; PROVIDE DEDICATED CIRCUITING TO EMERGENCY PANEL FOR EMERGENCY LIGHTING POWER
 - ③ PROVIDE (N) AUTOMATIC DAYLIGHTING CONTROLS, TO INCLUDE SWITCHING; CONNECT TO BALLAST DRIVING TO CONTROL INPUT; PUT ALL LIGHTS IN PRIME DAYLIGHT AREA FOR AUTOMATIC DIMMING; TYP 2
 - ④ NEW RESTROOM EXHAUST FAN EF-1, 2 WALL MOUNTED TO EXTERIOR WALL; INTERLOCK WITH LIGHT SWITCH
 - ⑤ NEW SWITCH WITH DIMMER AND OCCUPANCY SENSOR AS IDENTIFIED HEREIN
 - ⑥ PROVIDE (N) EXTERIOR LIGHT FIXTURES AND ASSOCIATED CIRCUITING
 - ⑦ (E) LIGHTING FIXTURES, ASSOCIATED COOLS AND CIRCUITING TO REMAIN; NOT IN SCOPE OF WORK

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

[illegible]

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 5002

Client: CITY OF MONTEBELLO

Consultant:
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- RENOVATION
- LIGHTING PLAN
-

E2.4



SCALE: 1/4"=1'-0"

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(E) PANEL "SLA"										VOLTAGE/PHASE: 208/120, 3ø, 4W										FEED FROM: "T1-ST1"									
LOCATION: -										BUS AMPS: 400A										TBD AWC									
MOUNTING: SURFACE										MAIN BREAKER: MLO																			
LOADS		SEE NOTE	OUTLETS		VOLT AMPS			BKR/ POLE		VOLT AMPS		OUTLETS		SEE NOTE	LOADS														
EF-4, 5, 6		MSC	REC	LTG	A	B	C	OKT	A	B	C	OKT	A	B	C	MSC	REC	LTG											
EF-1A					-	-	-	3	20/1	-*-	-	-	-	-	-	-	-	-	[DO NOT USE]										
SP-1					-	-	-	5	20/1	-*-	-	-	-	-	-	-	-	-	[DO NOT USE]										
EF-2					-	-	-	7	20/1	-*-	20/1	2	-	-	-	-	-	-	TRACK LTS										
EF-1B					-	-	-	9	20/1	-*-	20/1	4	-	-	-	-	-	-	TRACK LTS										
SPARE					-	-	-	11	20/1	-*-	20/1	6	-	-	-	-	-	-	TRACK LTS										
EX EXT. TRELLIS LTS					-	-	-	13	20/1	-*-	20/1	8	-	-	-	-	-	-	RECP.T.										
EX EXT. TRELLIS RCPT					-	-	-	15	20/1	-*-	20/1	10	-	-	-	-	-	-	HOT CART RCPT.										
EX EXT. TRELLIS LTS					-	-	-	17	20/1	-*-	2	12	-	-	-	-	-	-	-										
GEN. RECP.T.					-	-	-	19	20/1	-*-	20/1	14	-	-	-	-	-	-	RECP.T.										
DRINK FOUNTAIN					-	-	-	21	20/1	-*-	20/1	16	-	-	-	-	-	-	HOT CART RCPT.										
STAGE RECP.T.					-	-	-	23	20/1	-*-	20/1	18	-	-	-	-	-	-	-										
SECURITY PANEL					-	-	-	25	20/1	-*-	20/1	20	-	-	-	-	-	-	RECP.T.										
HAND DRYER					-	-	-	27	20/1	-*-	20/1	22	-	-	-	-	-	-	TEL. BKBD. RECP.T.										
HAND DRYER					-	-	-	29	20/1	-*-	20/1	24	-	-	-	-	-	-	PRGVN. SCREEN										
SPARE					-	-	-	31	20/1	-*-	20/1	26	-	-	-	-	-	-	FOLDING DOOR										
SPACE					-	-	-	33	20/1	-*-	20/1	28	-	-	-	-	-	-	FOLDING DOOR										
SPACE					-	-	-	35	20/1	-*-	2	30	826	-	-	-	-	-	CU-2										
PANEL SLB					-	-	-	37	20/1	-*-	2	32	826	-	-	-	-	-	-										
-					-	-	-	39	20/1	-*-	2	34	826	-	-	-	-	-	CU-3										
-					-	-	-	41	20/1	-*-	2	36	826	-	-	-	-	-	PANEL SK										
-					-	-	-	43	20/1	-*-	2	38	826	-	-	-	-	-	-										
-					-	-	-	45	20/1	-*-	2	40	826	-	-	-	-	-	-										
-					-	-	-	47	20/1	-*-	2	42	826	-	-	-	-	-	-										
-					-	-	-	49	20/1	-*-	2	44	826	-	-	-	-	-	-										
-					-	-	-	51	20/1	-*-	2	46	826	-	-	-	-	-	-										
-					-	-	-	53	20/1	-*-	2	48	826	-	-	-	-	-	-										
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-					-	-	-	85	20/1	-*-	2	80	826	-	-	-	-	-	-										
-					-	-	-	87	20/1	-*-	2	82	826	-	-	-	-	-	-										
-					-	-	-	89	20/1	-*-	2	84	826	-	-	-	-	-	-										
-					-	-	-	91	20/1	-*-	2	86	826	-	-	-	-	-	-										
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-					-	-	-	105	20/1	-*-	2	100	826	-	-	-	-	-	-										
-					-	-	-	107	20/1	-*-	2	102	826	-	-	-	-	-	-										
-					-	-	-	109	20/1	-*-	2	104	826	-	-	-	-	-	-										
-					-	-	-	111	20/1	-*-	2	106	826	-	-	-	-	-	-										
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-					-	-	-	115	20/1	-*-	2	110	826	-	-	-	-	-	-										
-					-	-	-	117	20/1	-*-	2	112	826	-	-	-	-	-	-										
-					-	-	-	119	20/1	-*-	2	114	826	-	-	-	-	-	-										
-					-	-	-	121	20/1	-*-	2	116	826	-	-	-	-	-	-										
-					-	-	-	123	20/1	-*-	2	118	826	-	-	-	-	-	-										
-					-	-	-	125	20/1	-*-	2	120	826	-	-	-	-	-	-										
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-					-	-	-	129	20/1	-*-	2	124	826	-	-	-	-	-	-										
-					-	-	-	131	20/1	-*-	2	126	826	-	-	-	-	-	-										
-					-	-	-	133	20/1	-*-	2	128	826	-	-	-	-	-	-										
-					-	-	-	135	20/1	-*-	2	130	826	-	-	-	-	-	-										
-					-	-	-	137	20/1	-*-	2	132	826	-	-	-	-	-	-										
-					-	-	-	139	20/1	-*-	2	134	826	-	-	-	-	-	-										
-					-	-	-	141	20/1	-*-	2	136	826	-	-	-	-	-	-										
-					-	-	-	143	20/1	-*-	2	138	826	-	-	-	-	-	-										
-					-	-	-	145	20/1	-*-	2	140	826	-	-	-	-	-	-										
-					-	-	-	147	20/1	-*-	2	142	826	-	-	-	-	-	-										
-					-	-	-	149	20/1	-*-	2	144	826	-	-	-	-	-	-										
-					-	-	-	151	20/1	-*-	2	146	826	-	-	-	-	-	-										
-					-	-	-	153	20/1	-*-	2	148	826	-	-	-	-	-	-										
-					-	-	-	155	20/1	-*-	2	150	826	-	-	-	-	-	-										
-					-	-	-	157	20/1	-*-	2	152	826	-	-	-	-	-	-										
-					-	-	-	159	20/1	-*-	2	154	826	-	-	-	-	-	-										
-					-	-	-	161	20/1	-*-	2	156	826	-	-	-	-	-	-										
-					-	-	-	163	20/1	-*-	2	158	826	-	-	-	-	-	-										
-					-	-	-	165	20/1	-*-	2	160	826	-	-	-	-	-	-										
-					-	-	-	167	20/1	-*-	2	162	826	-	-	-	-	-	-										
-					-	-	-	169	20/1	-*-	2	164	826	-	-	-	-	-	-										
-					-	-	-	171	20/1	-*-	2	166	826	-	-	-	-	-	-										
-					-	-	-	173	20/1	-*-	2	168	826	-	-	-	-	-	-										
-					-	-	-	175	20/1	-*-	2	170	826	-	-	-	-	-	-										
-					-	-	-	177	20/1	-*-	2	172	826	-	-	-	-	-	-										
-					-	-	-	179	20/1	-*-	2	174	826	-	-	-	-	-	-										
-					-	-	-	181	20/1	-*-	2	176	826	-	-	-	-	-	-										
-					-	-	-	183	20/1	-*-	2	178	826	-	-	-	-	-	-										
-					-	-	-	185	20/1	-*-	2	180	826	-	-	-	-	-	-										
-					-	-	-	187	20/1	-*-	2	182	826	-	-	-	-	-	-										
-					-	-	-	189	20/1	-*-	2	184	826	-	-	-	-	-	-										
-					-	-	-	191	20/1	-*-	2	186	826	-	-	-	-	-	-										
-					-	-	-	193	20/1	-*-	2	188	826	-	-	-	-	-	-										
-					-	-	-	195	20/1	-*-	2	190	826	-	-	-	-	-	-										
-					-	-	-	197	20/1	-*-	2	192	826	-	-	-	-	-	-										
-					-	-	-	199	20/1	-*-	2	194	826	-	-	-	-	-	-										
-					-	-	-	201	20/1	-*-	2	196	826	-	-	-	-	-	-										
-					-	-	-	203	20/1	-*-	2	198	826	-	-	-	-	-	-										
-					-	-	-	205	20/1	-*-	2	200	826	-	-	-	-	-	-										
-					-	-	-	207	20/1	-*-	2	202	826	-	-	-	-	-	-										
-					-	-	-	209	20/1	-*-	2	204	826	-	-	-	-	-	-										
-					-	-	-																						

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Indoor Lighting
CERTIFICATE OF COMPLIANCE
NRCC-LTH-4
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Report Page: (Page 1 of 8)
Project Address: 115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640
Date Prepared: 2023-01-26 15:54:06-05:00

A. GENERAL INFORMATION

01 Project Location (city)

Montebello

02 Climate Zone

9

03 Total Conditioned Floor Area (ft²)

5,194

04 Total Unconditioned Floor Area (ft²)

1,011

05 Occupancy Types Within Project (select all that apply):

06 # of Stories (Habitable Above Grade)

1

07 All Other Occupancies

B. PROJECT SCOPE

This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.6 / 170.2(e) or 141.09(a) / 180.2(b)(4) for alterations.

Scope of Work	Conditioned Spaces	Unconditioned Spaces		
01	02	03	04	05
	Calculation Method	Area (ft²)	Calculation Method	Area (ft²)
01 My Project Consists of (check all that apply):				
02 New Lighting System - Parking Garage	N/A	0	N/A	0
03 Altered Lighting System	Complete Building Method	3194	Complete Building Method	1011
Total Area of Work (ft²)		3194		1011

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H. INDOOR LIGHTING CONTROLS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces.

Building Level Controls	01	02	03						
	Mandatory Demand Response 110.12(c)	Shut-off controls 130.1(c) / 160.5(b)(4)(C)	Field Inspector						
	Pass	Fail	Pass						
	Pass	Fail	Pass						
Area Level Controls	04	05	06	07	08	09	10	11	12
Area Description	Complete Building or Area Category Primary Function Area	Manual Area Controls 130.1(b) / 160.5(b)(4)(A)	Multi-Level Controls 130.1(b) / 160.5(b)(4)(B)	Shut-Off Controls 130.1(c) / 160.5(b)(4)(C)	Primary/Secondary Daylighting 130.1(d) / 160.5(b)(4)(D)	Secondary Interlocked Systems 130.1(e) / 160.5(b)(4)(E)	Field Inspector	Pass	Fail
1 - Women's Restroom	Assembly	Readily Accessible	Readily Accessible	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
2 - Men's Restroom	Assembly	Readily Accessible	Readily Accessible	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
3 - Weight Room	Assembly	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
4 - Computer Room	All Other Occupancies	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
5 - Storage Room	All Other Occupancies	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
7 - South Hallway	All Other Occupancies	Readily Accessible	NA: Enclosed area <100SF	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail
8 - Meeting Room	Assembly	Readily Accessible	Dimmer	Auto. Time Switch	Included	Included	No	Pass	Fail
9 - North Hallway	All Other Occupancies	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass	Fail

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I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per 140.6(b) is included in this table. Column 06 indicates if additional lighting power allowances per 140.6(c) or adjustments per 140.6(d) are being used.

Conditioned Spaces	01	02	03	04	05	06
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment Area Category	PAF
3 - Weight Room	Assembly	0.65	864	561.6	No	No
4 - Computer Room	All Other Occupancies	0.4	538	215.2	No	No
7 - South Hallway	All Other Occupancies	0.4	97	38.79	No	No
8 - Meeting Room	Assembly	0.65	1,752	1,138.8	No	No
9 - North Hallway	All Other Occupancies	0.4	196	78.4	No	No
TOTALS:			3,447	2,032.8	See Tables J, or P for detail	

Unconditioned Spaces	01	02	03	04	05	06
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment Area Category	PAF
1 - Women's Restroom	Assembly	0.65	104	68.2	No	No
2 - Men's Restroom	Assembly	0.65	152	98.8	No	No
5 - Storage Room	All Other Occupancies	0.4	336	134.4	No	No
10 - Janitor Closet	All Other Occupancies	0.4	70	28	No	No
TOTALS:			718	365.2	See Tables J, or P for detail	

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J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED DECORATIVE / SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ONE-FOR-ONE ALTERATIONS

This section does not apply to this project.

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F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all planned permanent and portable lighting other than dwelling unit/ hotel/ motel room lighting. Multifamily dwelling unit and hotel/motel room lighting is documented in Table T. If using Table T to document lighting in multifamily common use areas providing shared provisions for living, eating, cooking or sanitation, those luminaires are not included here.

Designed Wattage: Conditioned Spaces									
01	02	03	04	05	06	07	08	09	10
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change	Watts per luminaire	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(b)3 / 170.2(e)2C	Design Watts	Field Inspector
L-1	E2.4	No	NA	36	Mfr. Spec	47	NA	1,692	Pass
Total Designed Watts: CONDITIONED SPACES									
Designed Wattage: Unconditioned Spaces									
01	02	03	04	05	06	07	08	09	10
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change	Watts per luminaire	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(b)3 / 170.2(e)2C	Design Watts	Field Inspector
L-1	E2.4	No	NA	36	Mfr. Spec	10	NA	360	Pass
Total Designed Watts: UNCONDITIONED SPACES									
FOOTNOTE: Design Watts for small aperture and color changing luminaires which qualify per 140.6(b)(8) / 170.2(e)(2) is adjusted to be 75% / 80% of their rated wattage. Table F automatically makes this adjustment, the permit applicant should enter full rated wattage in column 05. Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b). Wattage used must be the maximum rated for the luminaire, not the lamp.									

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

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NRCC-LTH-4
This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.1, 140.6 and 141.09(a) for indoor lighting systems using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)(4) for indoor lighting systems using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.
Project Name: Senior Center Renovation: Montebello Senior Center
Report Page: (Page 1 of 8)
Project Address: 115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640
Date Prepared: 2023-01-26 15:54:06-05:00

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DWELLING UNIT LIGHTING

This section does not apply to this project.

U. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Form/Title
NRCC-LTH-E - Must be submitted for all buildings

V. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Form/Title	Systems/Spaces To Be Field Verified
NRCA-LTH-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	1 - Women's Restroom, 2 - Men's Restroom, 3 - Weight Room, 4 - Computer Room, 5 - Storage Room, 7 - South Hallway, 8 - Meeting Room, 9 - North Hallway, 10 - Janitor Closet
NRCA-LTH-03-A - Must be submitted for automatic daylight controls.	8 - Meeting Room

Registration Number:

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 84629-0123-0005

Report Generated: 2023-01-26 10:54:10

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
Indoor Lighting
CERTIFICATE OF COMPLIANCE
NRCC-LTH-4
This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.1, 140.6 and 141.09(a) for indoor lighting systems using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)(4) for indoor lighting systems using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.
Project Name: Senior Center Renovation: Montebello Senior Center
Report Page: (Page 1 of 8)
Project Address: 115 SOUTH TAYLOR AVENUE, MONTEBELLO CA 90640
Date Prepared: 2023-01-26 15:54:06-05:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	Documentation Author Signature:
Kevin Friedman	
Company: ENGINEERING - DESIGN - ANALYSIS, INCORPORATED	Signature Date: 2023-09-15
Address: 10061 TALENT AVENUE SUITE 300	City/State/Country: FOUNTAIN VALLEY, CA 92708
Phone: (714) 915-8392	

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy efficiency and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of this CA Part 3 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections, understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner or occupancy.

Responsible Designer Name:	Responsible Designer Signature:
Kevin Friedman	
Address:	City/State/Country:
Phone:	

Registration Number:

Generated Date/Time:

Documentation Software: Energy Code Ace

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

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Report Generated: 2023-01-26 10:54:10

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO

Consultant: ENGINEERING DESIGN ANALYSIS
10061 TALENT AVENUE SUITE 300
FOUNTAIN VALLEY, CA 92708
(714) 915-8392

TITLE 24

E4.0

1511 Costa Ave. Long Beach, CA 90813 Tel. 562-912-7900

Page 484 of 551

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AIR CONDITIONING

MARK	MFR & MODEL	TYPE	SERVICE	LOCATION	SUPPLY FAN				COOLING CAPACITY						HEATING CAPACITY				REFRIGERANT	ELECTRICAL		FILTERS		OSA CFM	OPER WT LBS	REMARKS
					AIRFLOW CFM	ESP INCHES WC	RPM	BHP	SENSIBLE CAPACITY MBH	TOTAL CAPACITY MBH	EAT		AMBIENT °F	EER (SEER)	INPUT MBH	OUTPUT MBH	AFUE %	FLA MCA MOP		V / PH	SIZE INCH	QUANTITY				
											EDB °F	EWB °F														
AC-1	ICP PGB090H2LA	PACKAGE UNIT	MULTI PURPOSE ROOM	EXTERIOR	3000	0.6	1800	2.74	68	85	80	67	95	9.0	200	160	—	R-22	19.3 20.7 25	460/3	20X25X2	4	—	1095	EXISTING; IDENTIFIED HEREIN FOR REFERENCING ONLY	

DEDICATED SPLIT SYSTEM HEAT PUMP FAN COIL

MARK	CU SERVICE (SYSTEM)	MFR & MODEL	LOCATION	SERVICE	TYPE	SUPPLY FAN			LINE SIZE		COOLING CAPACITY			HEATING CAPACITY			ELECTRICAL			SEER2	HSPF2	OPER. WT. LBS	FILTERS SIZE (IN) ... QTY	REMARKS
						ESP INCHES	CFM	FAN BHP	RS	RL	TMBH	SMBH	AMBIENT DEG F	TMBH	SMBH	AMBIENT DEG F	FAN HP	FLA MCA MOC	V/PH					
FC-1	CU-1	MITSUBISHI TPCA0A0241KA70A	3 WEIGHT ROOM	3 WEIGHT ROOM	DUCTED CEILING-SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
FC-2	CU-2	MITSUBISHI TPCA0A0241KA70A	3 WEIGHT ROOM	3 WEIGHT ROOM	DUCTED CEILING-SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT
FC-3	CU-3	MITSUBISHI TPCA0A0241KA70A	4 COMPUTER ROOM	4 COMPUTER ROOM	DUCTED CEILING-SUSPENDED	0.6	800	-	5/8"	3/8"	24	-	95	28	-	47	-	0.54 1 -	208/1	21.0	9.2	71	-	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT

DEDICATED SPLIT SYSTEM HEAT PUMP CONDENSING UNIT

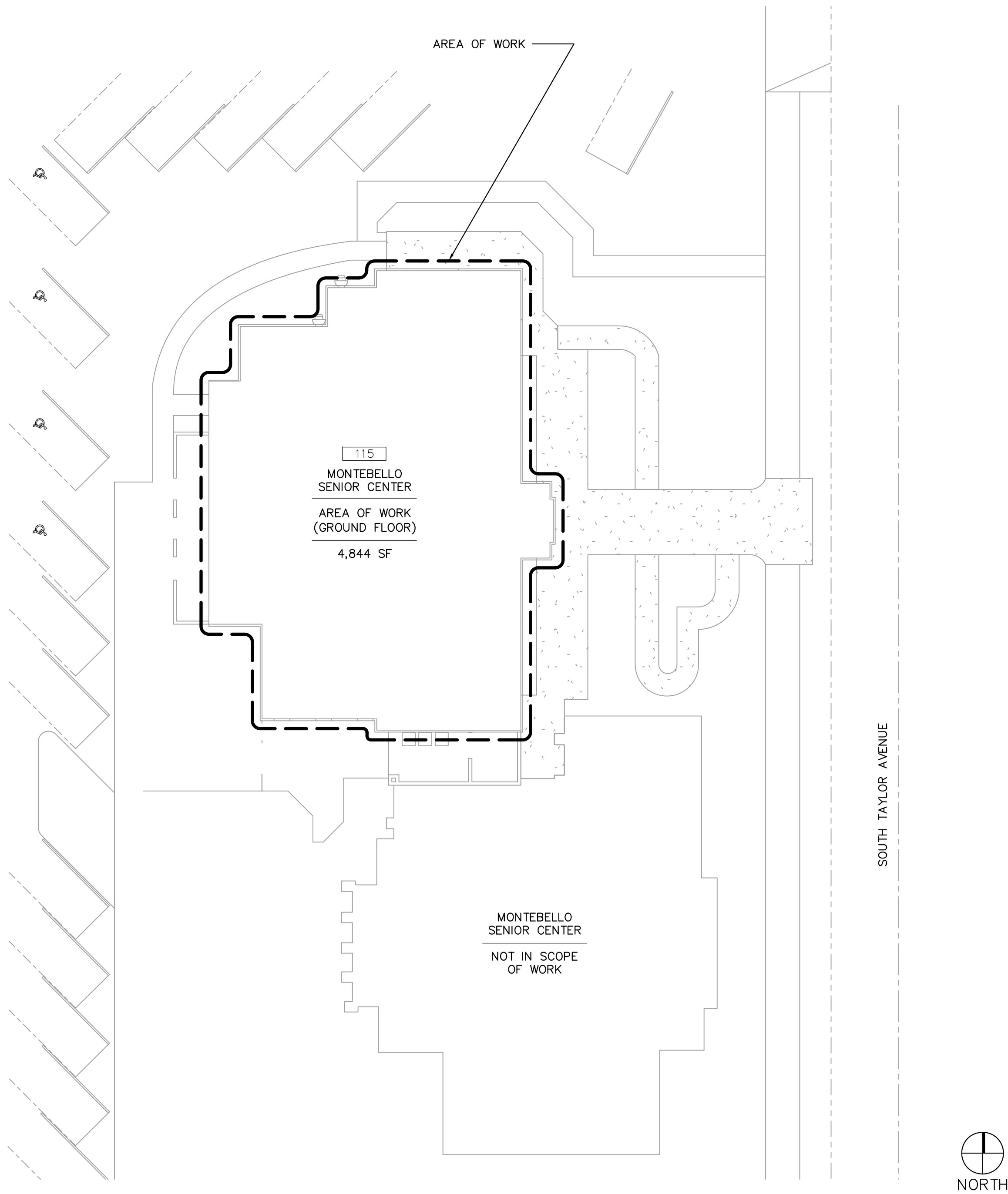
MARK	FC SERVICE	MFR & MODEL	LOCATION	SERVICE	TYPE	COOLING	LINE SIZE		ELECTRICAL		SEER2	HSPF2	OPER. WT. LBS	REMARKS									
						NOMINAL TONS	RS	RL	FLA MCA MOC	V/PH													
CU-1	FC-1	mitsubishi TRUZA0241HA70NA	EXTERIOR	3 WEIGHT ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT									
CU-2	FC-2	mitsubishi TRUZA0241HA70NA	EXTERIOR	3 WEIGHT ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT									
CU-3	FC-3	mitsubishi TRUZA0241HA70NA	EXTERIOR	4 COMPUTER ROOM	EXTERIOR MOUNTED	2	5/8"	3/8"	7.4 19 26	208/1	21.0	9.2	153	FURNISH WITH VFD COMPRESSOR, LOW AMBIENT COOLING TO 0°F, ANTI SHORT CYCLE TIMER, CRANKCASE HEATER, LIQUID-LINE REFRIGERANT DRYER, MICROPROCESSOR-BASED CONTROLS, LOW VOLTAGE CIRCUIT PROTECTION, HIGH AND LOW PRESSURE CONTROL, COMPRESSOR DISCHARGE TEMPERATURE LIMIT									

FILTERED SUPPLY FAN

MARK	MFR AND MODEL	LOCATION	SERVICE	TYPE	FAN				MOTOR			FILTERS (SIZE...QTY) (IN)	SONES	OPER WT. LBS	REMARKS
					AIRFLOW CFM	ESP "WC	BHP (W)	RPM	HP WATTS	V/PH	RPM				
FSF-1	LOREN COOK KSPD126	STORAGE ROOM	BASEMENT VENTILATION	INLINE FAN	205	0.5	(123)	1312	1/6	115/1	1312	16x25x2...2	—	150	FURNISH WITH FLEX DUCT CONNECTIONS, NEOPRENE VIBRATION ISOLATION, MOUNTING FEET FOR SUSPENSION.

DIFFUSERS, REGISTERS & GRILLES

MARK	MFR AND MODEL	LOCATION	SERVICE	MOUNTING TYPE	MATERIAL	FRONT BLADES	OPPSD BLADE DAMPER	REMARKS
CD-1	TITUS MCD	VARIOUS	CEILING DIFFUSER	FLANGED	STEEL	MODULAR	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
ER-1	TITUS 350RS	RESTROOMS	EXHAUST REGISTER	FLANGED	STEEL	HORIZONTAL	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
SR-1	TITUS 300RL	VARIOUS	SUPPLY REGISTER	SURFACE MOUNT	STEEL	MODULAR	YES	FURNISH IN COLOR SPECIFIED BY ARCHITECT
WL-1	RUSKIN ELF375DX	5 STORAGE	WALL LOUVER	FLANGED	STEEL	HORIZONTAL	NO	FURNISHED AND INSTALLED BY GENERAL CONTRACTOR; CUSTOM COLOR PER ARCHITECT



SITE PLAN

SCALE: 1/16"=1'-0"

LEGEND

SYMBOL	DESCRIPTION
	ROUND DUCT RISER UP / DOWN
	SUPPLY / RETURN / EXHAUST DUCT RISER UP
	SUPPLY / RETURN / EXHAUST DUCT RISER DOWN
	CEILING DIFFUSER, RETURN GRILLE, EXHAUST GRILLE
	EQUIPMENT CALLOUT
	DETAIL CALLOUT
	NOTE CALLOUT
	CARBON DIOXIDE SENSOR
	OCCUPANCY SENSOR
	OVERRIDE SWITCH
	RELATIVE HUMIDITY
	SWITCH
	SMOKE DETECTOR
	TEMPERATURE SENSOR / THERMOSTAT
	TIME SWITCH (SPRING WOUND)
LINETYPE	
	EXISTING (LIGHT)
	NEW (DARK)
	REFRIGERANT LIQUID
	REFRIGERANT SUCTION
ABBREVIATIONS	
(E)	EXISTING
(N)	NEW
(R)	RELOCATED
CFM	CUBIC FEET PER MINUTE
CD	CEILING DIFFUSER / CONDENSATE DRAIN
D	DRAIN
EC	EVAPORATIVE COOLER
EF	EXHAUST FAN
EG	EXHAUST GRILLE
HP	HEAT PUMP
RA	RETURN AIR
RG	RELIEF GRILLE
SA	SUPPLY AIR
SR	SUPPLY REGISTER
TG	TRANSFER GRILLE
UTR	UP THROUGH ROOF
WL	WALL LOUVER

SCOPE OF WORK

1. MAINTAIN EXTERIOR HVAC SERVICES ON SITE AND IN SPACE SERVING SECOND FLOOR AREA
2. PROVIDE SPLIT-SYSTEM CONDENSING UNIT (CU-1, 2, 3), ASSOCIATED FAN COILS (FC-1, FC-2, FC-3) IN SPACE
3. PROVIDE FILTERED SUPPLY FAN (FSF-1), ASSOCIATED DUCTWORK TO FC'S FOR OUTSIDE AIR INTAKE
4. PROVIDE DUCTWORK, MISCELLANEOUS HARDWARE SUSPENDED TO CEILING SPACE
5. MAINTAIN (E) WALL-MOUNTED EXHAUST FANS SERVING RESTROOMS
6. PROVIDE SC'S, CD'S, WL'S AS IDENTIFIED HEREIN

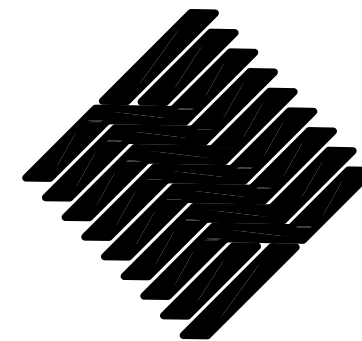
SHEET INDEX

M1.0	LEGEND, SCOPE OF WORK, SHEET INDEX, SCHEDULES, SITE PLAN
M1.1	PROJECT NOTES
M2.0	DEMOLITION FLOOR PLAN
M2.1	RENOVATION FLOOR PLAN
M3.0	DETAILS
M4.0	TITLE 24 - MECHANICAL

CONTRACTOR SHALL VERIFY AVAILABILITY OF ALL UTILITIES PRIOR TO INITIATION OF CONSTRUCTION

Architecture
Interiors
Planning

BOA

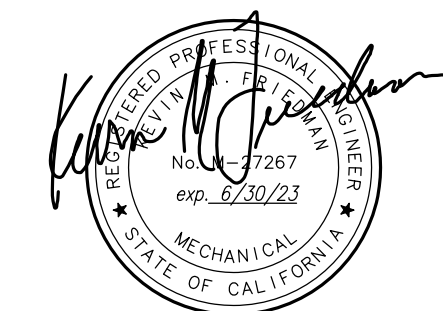


SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

No.	Date	Revision	By	Chk

Designer: KMF	Client: MONTEBELLO
CAD Draft: RT	Date Issue: 9-15-2023
Architect: —	Job Number: 3002
Engineer: KMF	

Client: CITY OF MONTEBELLO	Consultant: ENGINEERING DESIGN ANALYSIS



- LEGEND, SCOPE OF WORK, DRAWING
- INDEX, SCHEDULES

M1.0



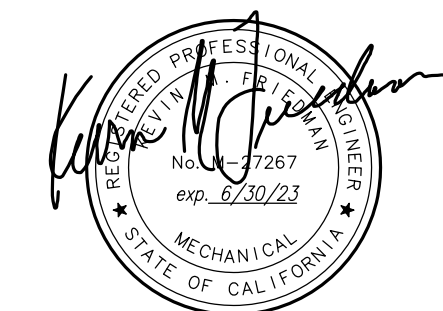
SCALE: 1/4"=1'-0"

- (1) (E) OUTDOOR AC UNIT; PREPARE FOR RESTORATION OF AC UNIT TO NOMINAL OPERATION, TO INCLUDE REPLACEMENT OF FAN(S), COMPRESSORS, BLOWER BELT, TREATMENT OF ELECTRICAL CIRCUITING AND CONDENSER UNIT, REHAB OF INTERNAL ELECTRICAL CIRCUITING, RE-DEVELOPMENT OF CABINET PANELS IN ENCLOSURE
- (2) (E) WALL-MOUNTED CABINET EXHAUST FANS, ASSOCIATED LATERALS AND SERVICES TO REMAIN; NOT IN SCOPE OF WORK; TYP EF-A, B
- (3) DEMO (E) SA, RA SERVICE FROM POD TO TERMINAL DUES, SR'S, CD'S; PREPARE SERVICE FOR (N) SA, RA DUCTWORK
- (4) (E) SA, RA SERVICE FROM CONNECTION AT AC MAINS TO POD; MAINPAIN FOR REHAB DEMO SR'S, CD'S; PREPARE SERVICE FOR (N) SR'S, CD'S
- (5) MAINTAIN (E) THERMOSTAT
- (6) MEASURES FOR ARCHITECTURAL TREATMENTS BY GENERAL CONTRACTOR
- (7) ELECTRICAL SERVICES BY ELECTRICAL CONTRACTOR
- (8) CONDENSATE SERVICES BY PLUMBING CONTRACTOR
- (9) HARD LID CEILING; TYP ALL ROOMS UNLESS OTHERWISE NOTED
- (10) EXISTING SIDEWALK
- (11) LINE OF BEAM

[illegible]

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTBELLO
Date Issue: 9-15-2023
Job Number: 5002

Client:
CITY OF MONTEBELLO



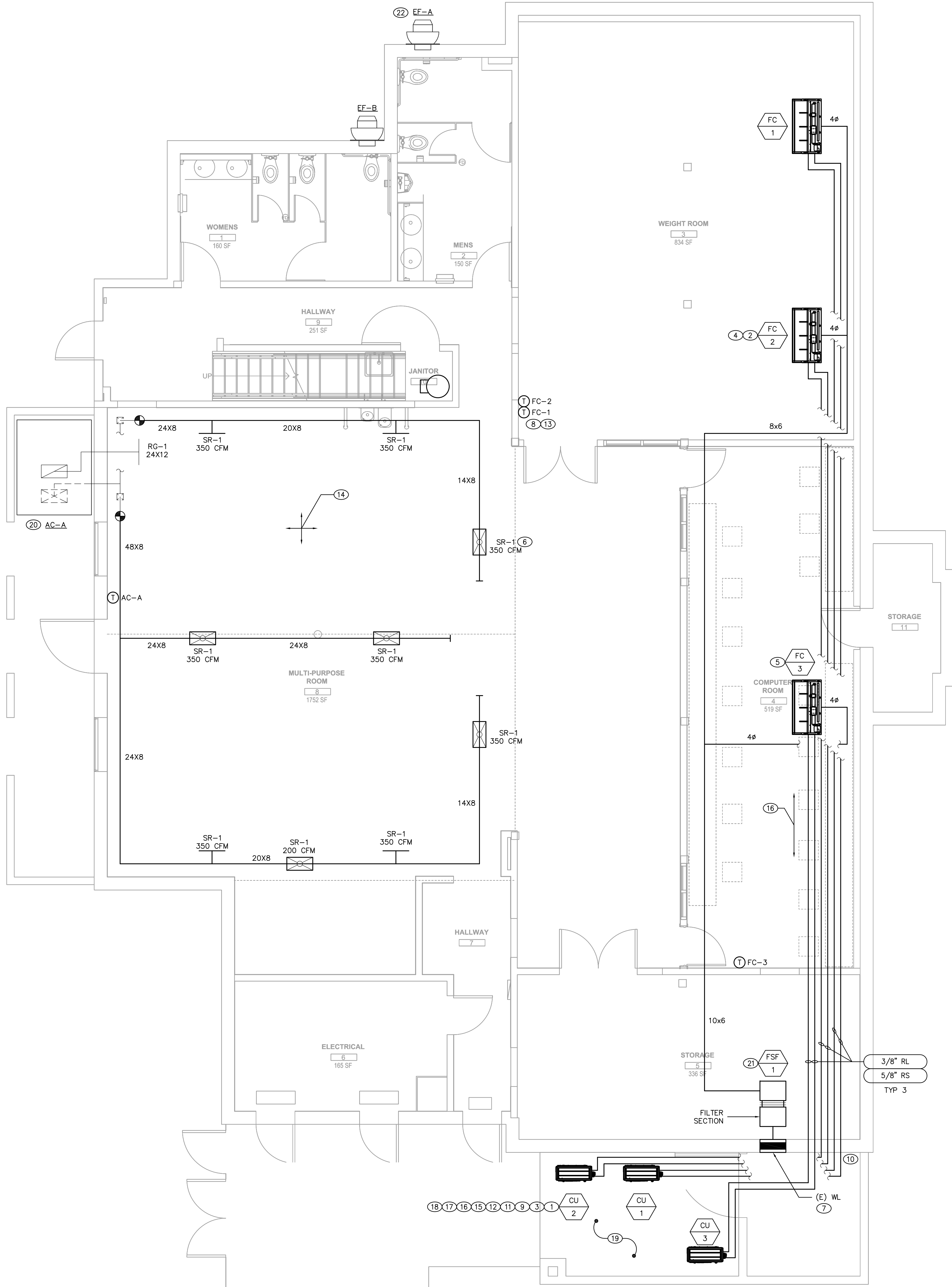
- DEMOLITION FLOOR
- PLAN
-

M2.0

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

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- NOTES:
- 1 PROVIDE CONDENSING UNIT CU; SECURE EQUIPMENT TO RAISED CONCRETE EQUIPMENT PAD VIA MANUFACTURER'S MOUNTING FEET, NEOPRENE VIBRATION ISOLATION, ANCHORS; PROVIDE SERVICES TO SPACES AS IDENTIFIED HEREIN IN; TYP CU-1, 2, 3
 - 2 PROVIDE DUCTED HORIZONTAL FAN COIL FC IN CONCEALED CEILING SPACE; SUPPORT FROM STRUCTURE ABOVE VIA THREADED RODS, NEOPRENE VIBRATION ISOLATION, DOUBLE-NUT ASSEMBLIES; PROVIDE SWAY BRACING; TYP FC-1, 2
 - 3 PROVIDE INTERCONNECTING RS / RL PIPING SERVICES FROM CU'S TO ASSOCIATED FC'S
 - 4 PROVIDE OSA / SA SERVICES FROM WL TO SA PLENUM, SA SERVICES TO LOWERED CEILING SPACE IN WEIGHT ROOM TO FC
 - 5 PROVIDE OSA / SA SERVICES FROM WL TO SA PLENUM, SA SERVICES TO LOWERED CEILING SPACE IN COMPUTER ROOM TO FC
 - 6 PROVIDE CU'S, RG'S
 - 7 (E) WALL LOUVER
 - 8 PROVIDE MICROPROCESSOR-BASED THERMOSTAT FOR FC / CU CONTROL; MOUNT AT 48" AFF; VERIFY LOCATION OF THERMOSTATS WITH OWNER PRIOR TO INSTALLATION; TYP ALL FC'S (AND ASSOCIATED CU'S)
 - 9 PROVIDE LOW-VOLTAGE CONDUIT WRING FOR CONTROL CIRCUITING
 - 10 TREAT PENETRATIONS FOR WEATHERIZATION
 - 11 EQUIPMENT PAD BY GENERAL CONTRACTOR
 - 12 LINE VOLTAGE CONTROL CIRCUIT (CONDUIT AND WIRE) BY ELECTRICAL CONTRACTOR
 - 13 CONDUIT FOR LINE VOLTAGE THERMOSTAT BY ELECTRICAL CONTRACTOR
 - 14 HARD LID CEILING; TYP ALL ROOMS UNLESS OTHERWISE NOTED
 - 15 PROVIDE REFRIGERANT SUCTION, LIQUID LINE SERVICE MAINS FROM CONNECTION AT CONDENSING UNIT TO FAN COIL; TYP UNLESS NOTED OTHERWISE
 - 16 INSTALL, INSULATE REFRIGERANT SUCTION, LIQUID LINE SERVICES AND ASSOCIATED ANCLARIES, TRIM, HARDWARE PER MANUFACTURER; CONCEAL IN MANUFACTURED CHASE HARDWARE, INTERIOR AND EXTERIOR
 - 17 FABRICATION, ATTACHMENTS COLORIZATION OF SHROUD TO CONCEAL SERVICE RISERS ON BUILDING EXTERIOR BY GENERAL CONTRACTOR
 - 18 PROVIDE SERVICE MAINS UP SIDE OF BUILDING TO SECOND FLOOR LEVEL OFFSET, INTO SECOND FLOOR SPACE, UP TO LEVEL OF CEILING SPACE
 - 19 EXISTING SIDEWALK
 - 20 (E) OUTDOOR AC UNIT; RESTORE AC UNIT TO NOMINAL OPERATION, TO INCLUDE REPLACEMENT OF FAN(S), COMPRESSORS, BLOWER BELT, TREATMENT OF ELECTRICAL CIRCUITING AND CONDENSER UNIT, REHAB OF INTERNAL ELECTRICAL CIRCUITING, RE-DEVELOPMENT OF CABINET PANELS IN ENCLOSURE, REVITALIZE TO SERVICEABLE CONDITIONS
 - 21 PROVIDE FIELD-ASSEMBLED FILTERED VENTILATION FAN SERVICE WITH SUPPLY FAN, FILTER BANK WITH GASKET-SEALED FIT AND BOTTOM ACCESS, ASSOCIATED DUCTWORK WITH TRANSITIONAL HARDWARE AND BALANCING DAMPER TO (E) WL, (N) FC'S
 - 22 (E) WALL-MOUNTED CABINET EXHAUST FANS, ASSOCIATED LATERALS AND SERVICES TO REMAIN; NOT IN SCOPE OF WORK; TYP EF-A, B

RENOVATION FLOOR PLAN

SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION

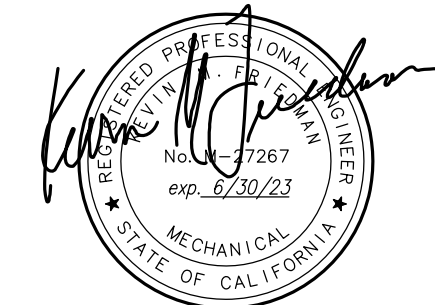
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

Designer: KMF	By: CK
CAD Draft: RT	Revision
Architect: -	
Engineer: KMF	
Date Issue: 9-15-2023	
Job Number: 3002	

Client: CITY OF MONTEBELLO

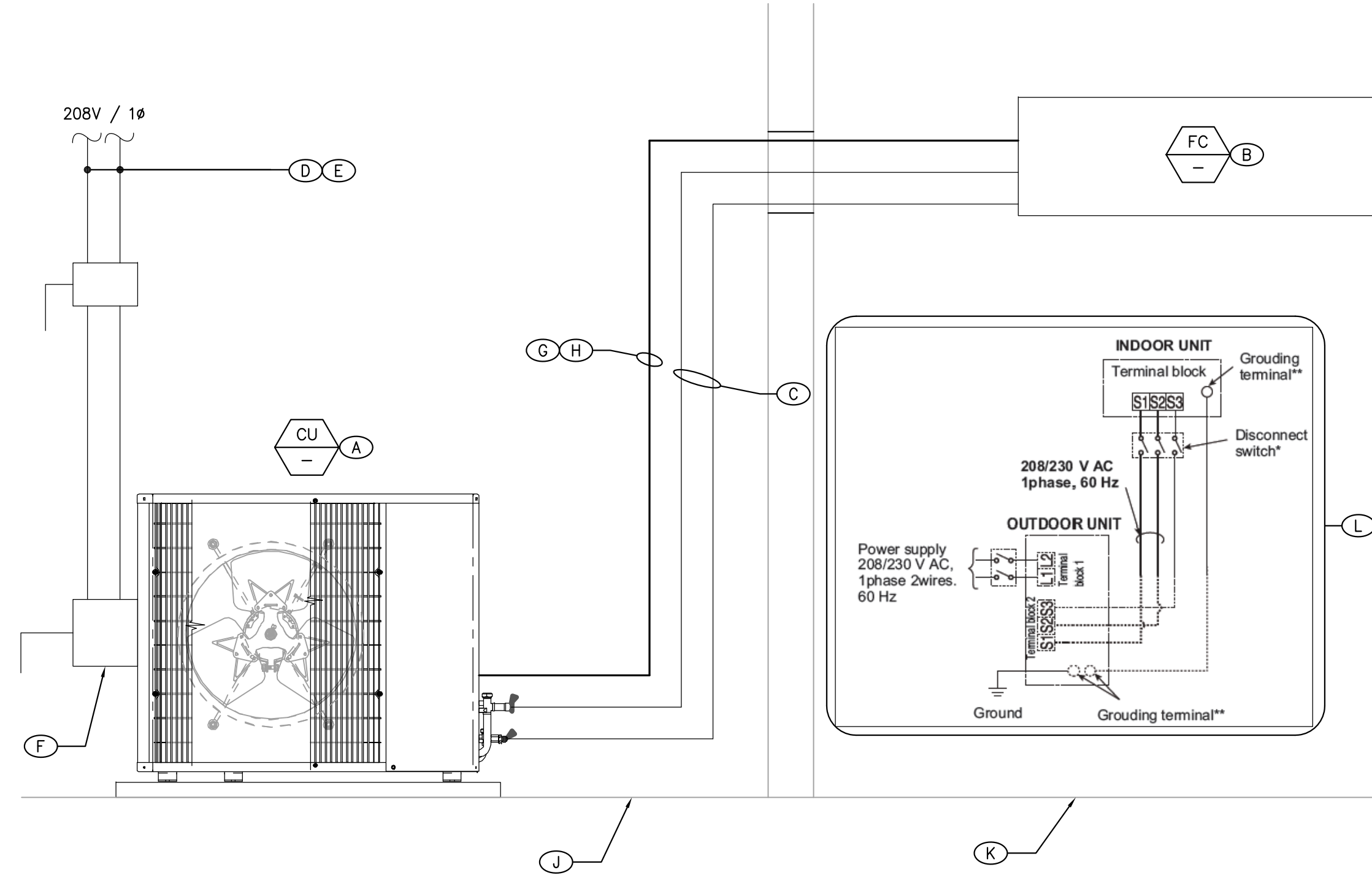
Consultant: ENGINEERING DESIGN ANALYSIS
1000 CALIFORNIA AVENUE SUITE 400
DOWNEY, CA 90241-1071
TEL: 562-261-0000
WWW.EDANALYSIS.COM



- RENOVATION PIPING
- FLOOR PLAN

M2.1

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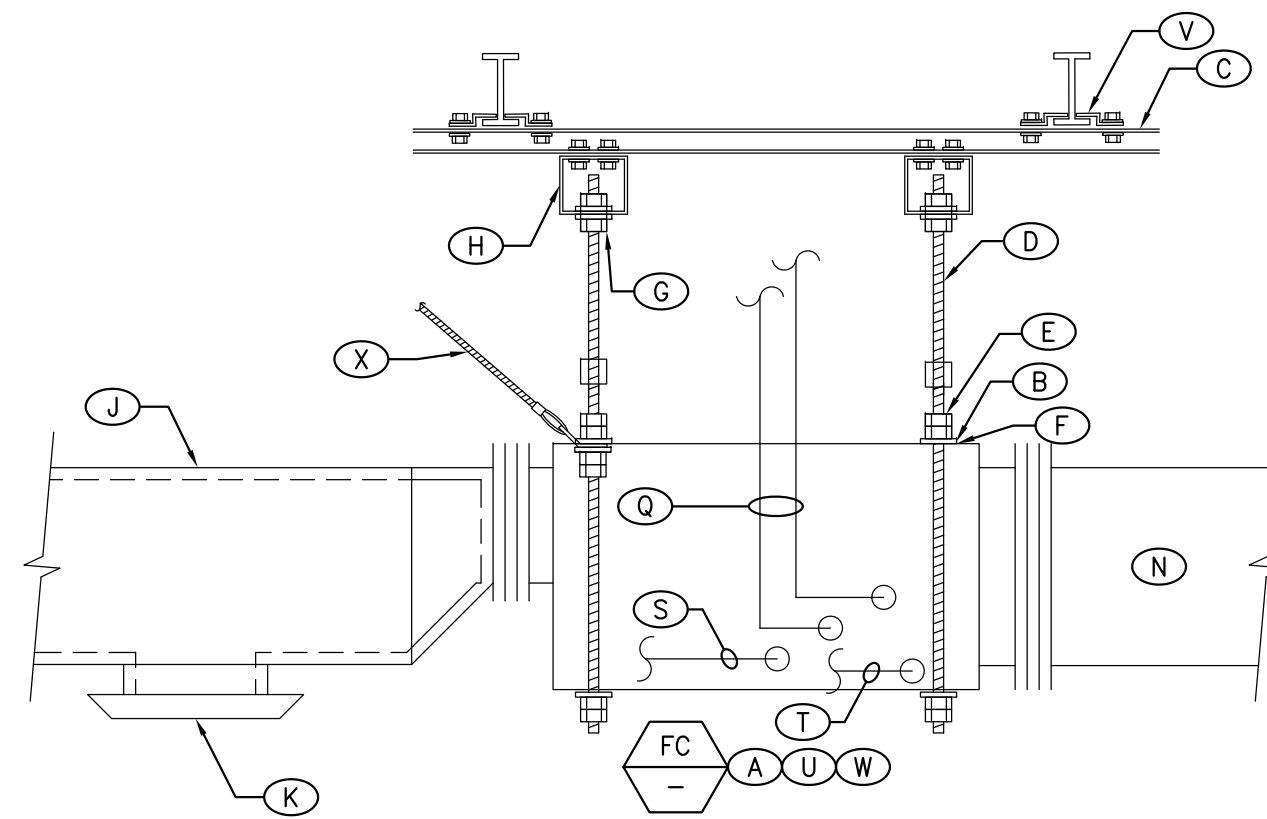


CU / FC SPLIT SYSTEM

NO SCALE

3

- NOTES:
- (A) PROVIDE CU, MOUNT TO EXTERIOR GRADE; TYP (3) CU'S
 - (B) PROVIDE FC, MOUNT ACCORDING TO MANUFACTURER'S INSTALLATION INSTRUCTIONS; TYP (3) FC'S
 - (C) PROVIDE RS; RL PIPING FROM CU ON EXTERIOR GRADE TO FC IN INTERIOR SPACE
 - (D) LINE VOLTAGE CONDUIT BY ELECTRICAL CONTRACTOR
 - (E) LINE VOLTAGE WIRE BY ELECTRICAL CONTRACTOR
 - (F) FUSED DISCONNECT BY ELECTRICAL CONTRACTOR
 - (G) INTERCONNECTING (NOT SUPPLIED, 4-CONDUCTOR) CABLE FROM CU ON EXTERIOR GRADE TO FC; INSTALLATION PER MANUFACTURER'S INSTALLATION GUIDE, BY ELECTRICAL CONTRACTOR
 - (H) CONDUIT / WIRE WRAP AS REQUIRED BY CODE BY ELECTRICAL CONTRACTOR
 - (J) EXTERIOR GRADE
 - (K) (E) INTERIOR FINISHED FLOOR
 - (L) MANUFACTURER'S WIRING DIAGRAM
- (S) CONDENSATE SERVICES (TO INCLUDE DRAIN TO APPROVED DISCHARGE, TO KILLSWITCH FOR OVERFLOW CONDITION) BY PLUMBING CONTRACTOR
- (T) CONDUIT AND WIRE FOR POWER TO FC BY ELECTRICAL CONTRACTOR
- (U) CONDUIT FOR CONTROL CIRCUITING BY ELECTRICAL CONTRACTOR; WIRE BY MECHANICAL CONTRACTOR
- (V) BEAM CLAMP
- (W) SERVICE REQUIREMENTS TYPICAL FOR CHW, HHW FC'S (ROOF TOP, CABINET, CASSETTE)
- (X) PROVIDE SWAY BRACING VIA AIRCRAFT CABLE, ATTACHED TO UNIT WITH ANGLE CLIP AND DOUBLE NUT ASSEMBLY; SECURE TO STRUCTURE VIA BEAM CLAMP AT STEEL ELEMENTS OR EPOXY ANCHOR AT CONCRETE ELEMENTS; (4) DIRECTIONS
- (D) MACHINE BOLT WITH LOCK WASHER; TYP
- (H) FIELD-FABRICATED STAMPED BRACKET AS NECESSARY TO LEVEL INSTALLATION; TYP 4
- (J) SUPPLY AIR DUCTWORK
- (K) SUB-MAIN CONNECTION TO PLENUM VIA SPIN-IN FITTINGS / TRANSITIONAL HARDWARE
- (L) NOT USED
- (M) NOT USED
- (N) OSA SERVICE DUCTWORK FROM WALL LOUVRE (OUTBOARD OF DETAIL); SEE SHEET M2.1
- (P) NOT USED
- (R) RS / RL SERVICES
- (R) CEILING DIFFUSER / SUPPLY REGISTER

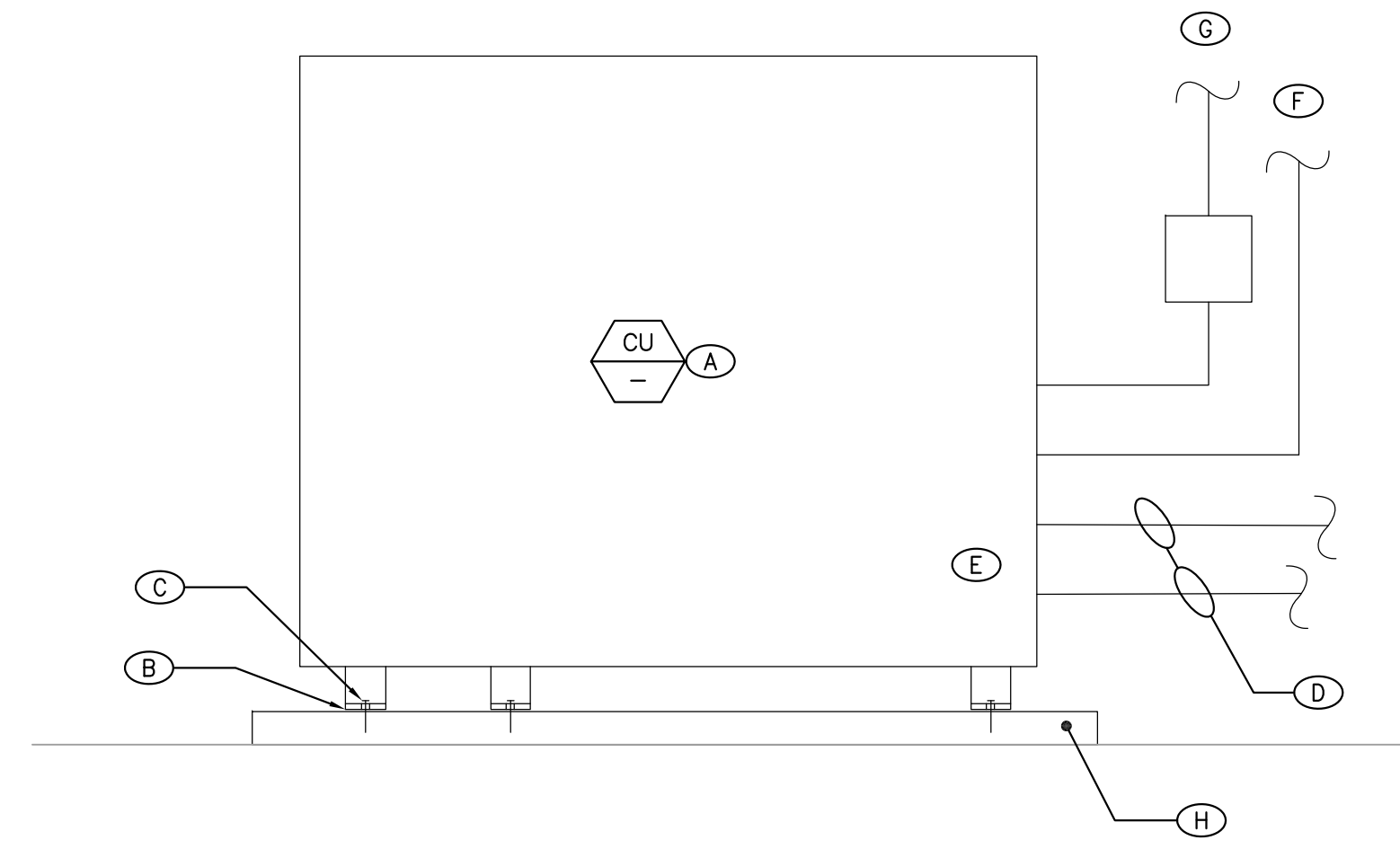


FC MOUNT

NO SCALE

2

- NOTES:
- (A) FC, ASSOCIATED FLEX DUCT, EQUIPMENT AND HARDWARE IN CEILING SPACE; SUPPORT FROM ROOF STRUCTURE VIA MANUFACTURED C-CHANNEL, BEAM CLAMPS, THREADED RODS, SPRING VIBRATION ISOLATION, DOUBLE-NUT ASSEMBLIES
 - (B) MOUNTING TABS ON FC; TYP 4
 - (C) INTERIM C-CHANNEL HARDWARE FOR ATTACHMENT OF SUPPORT HARDWARE TO STRUCTURE ABOVE; SECURE TO I-BEAM VIA BEAM CLAMP HARDWARE, MANUFACTURED NUT
 - (D) 5/8" THREADED RODS THROUGH KNOCKOUTS / TABS THROUGH UNIT
 - (E) DOUBLE-NUT ASSEMBLY; TYP
 - (F) RUBBER IN SHEAR WASHER; TYP 8



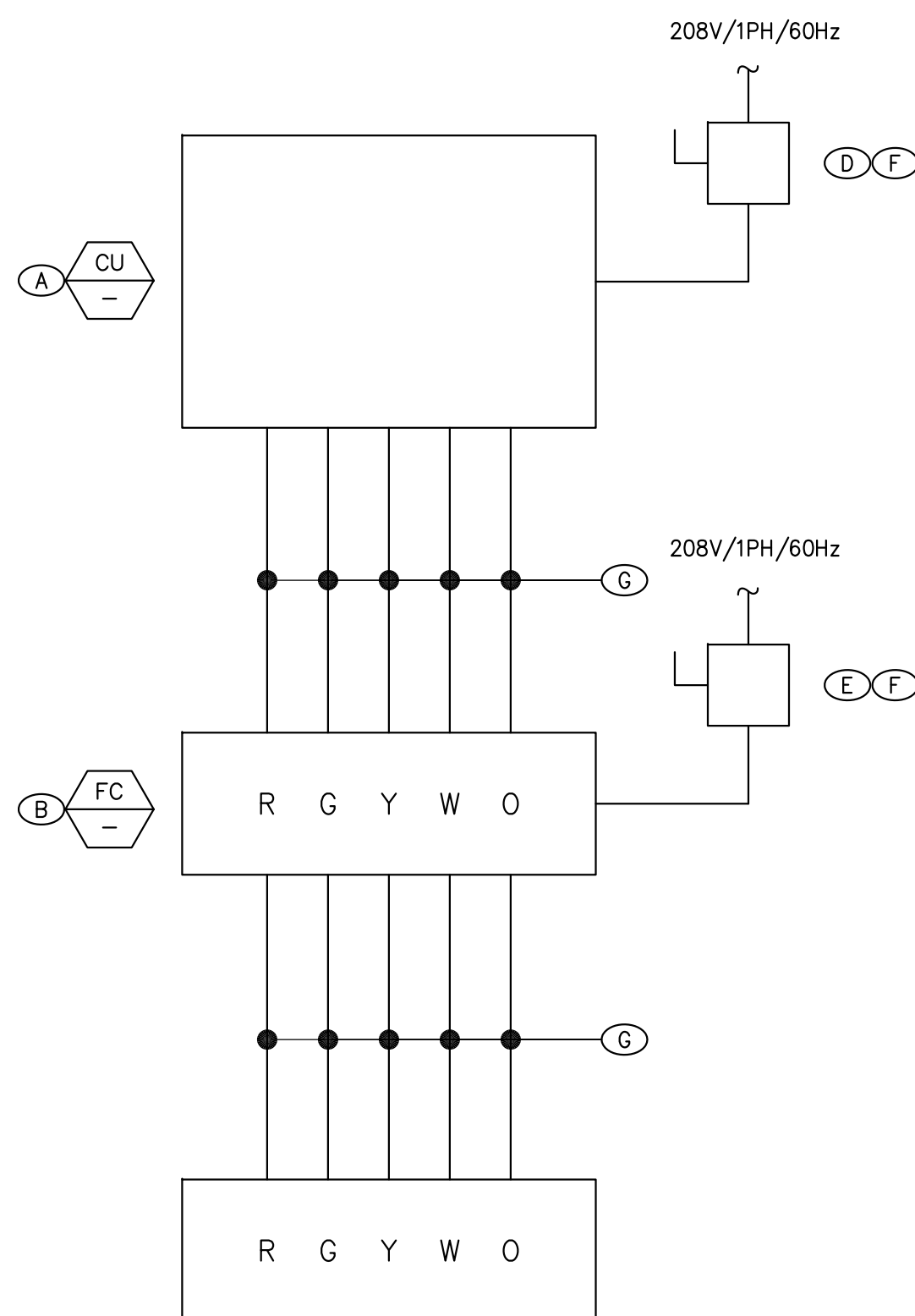
CU MOUNT

NO SCALE

1

- NOTES:
- (A) OUTDOOR CONDENSING UNIT WITH MOUNTING FEET, TYP CU-1, 2, 3
 - (B) NEOPRENE ISOLATION PADS WITH RUBBER-IN-SHEAR WASHERS
 - (C) SECURE CU TO EQUIPMENT PAD MANUFACTURER
 - (D) RS, RL SERVICES; INSULATE PER MANUFACTURER
 - (E) CHARGING VALVES, FILTER / DRYER / SIGHT GLASS, TAPS / PORTS INTEGRAL TO CU
 - (F) LOW VOLTAGE CONDUIT AND CONTROL WIRE BY MECHANICAL CONTRACTOR
 - (G) LINE-VOLTAGE WIRING AND CONDUIT BY ELECTRICAL CONTRACTOR
 - (H) EQUIPMENT PAD
 - (J) (E) EXTERIOR GRADE

- NOTES:
- (A) OUTDOOR UNIT WITH TERMINAL STRIP; TYP CU-1, 2, 3
 - (B) INDOOR UNIT FC WITH TERMINAL STRIP; TYP FC-1, 2, 3
 - (C) MICROPROCESSOR-BASED THERMOSTAT
 - (D) FUSED DISCONNECT BY ELECTRICAL CONTRACTOR
 - (E) (N) DISCONNECT BY ELECTRICAL CONTRACTOR
 - (F) LINE-VOLTAGE WIRING AND CONDUIT BY ELECTRICAL CONTRACTOR; MAINTAIN, MODIFY AS NECESSARY FOR DISCONNECT, RECONNECT OF CU'S / FC'S
 - (G) LOW VOLTAGE CONDUIT AND CONTROL WIRE BY MECHANICAL CONTRACTOR; MAINTAIN, MODIFY AS NECESSARY FOR DISCONNECT, RECONNECT OF CU'S / FC'S

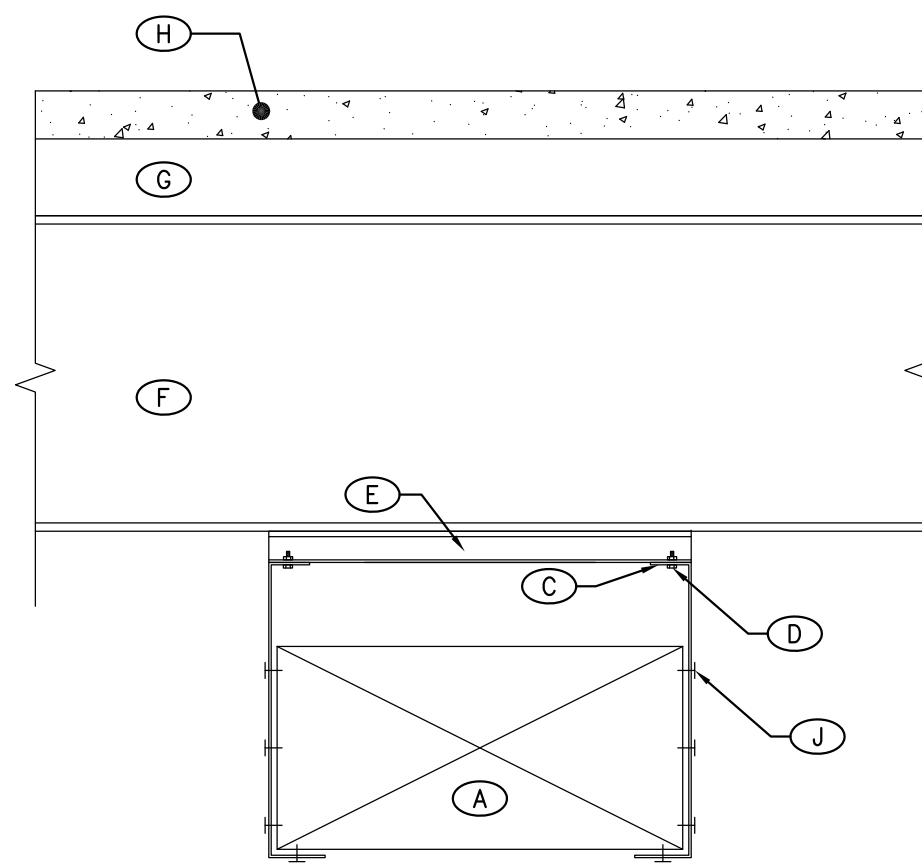


FC / CU WIRING

NO SCALE

7

- NOTES:
- (A) PROVIDE SA DUCT AS INDICATED IN THE DRAWINGS
 - (B) PROVIDE GAGE STRAP SPACING PER TABLE
 - (C) PROVIDE TANG WELDED TO FLAT BAR FOR ATTACHMENT OF FLAT BAR TO UNISTRUT; TYP 2 PER SUPPORT
 - (D) ATTACH GAGE STRAP TO UNISTRUT VIA MACHINE BOLT; TYP 2 PER SUPPORT
 - (E) PROVIDE UNISTRUT WELDED TO STRUCTURAL STEEL BEAM
 - (F) STRUCTURAL STEEL BEAM
 - (G) MANUFACTURED DECK SYSTEM AND ASSOCIATED HARDWARE BY "EPIC" CONCRETE SLAB
 - (H) #8 SHEET METAL SCREW; TYP



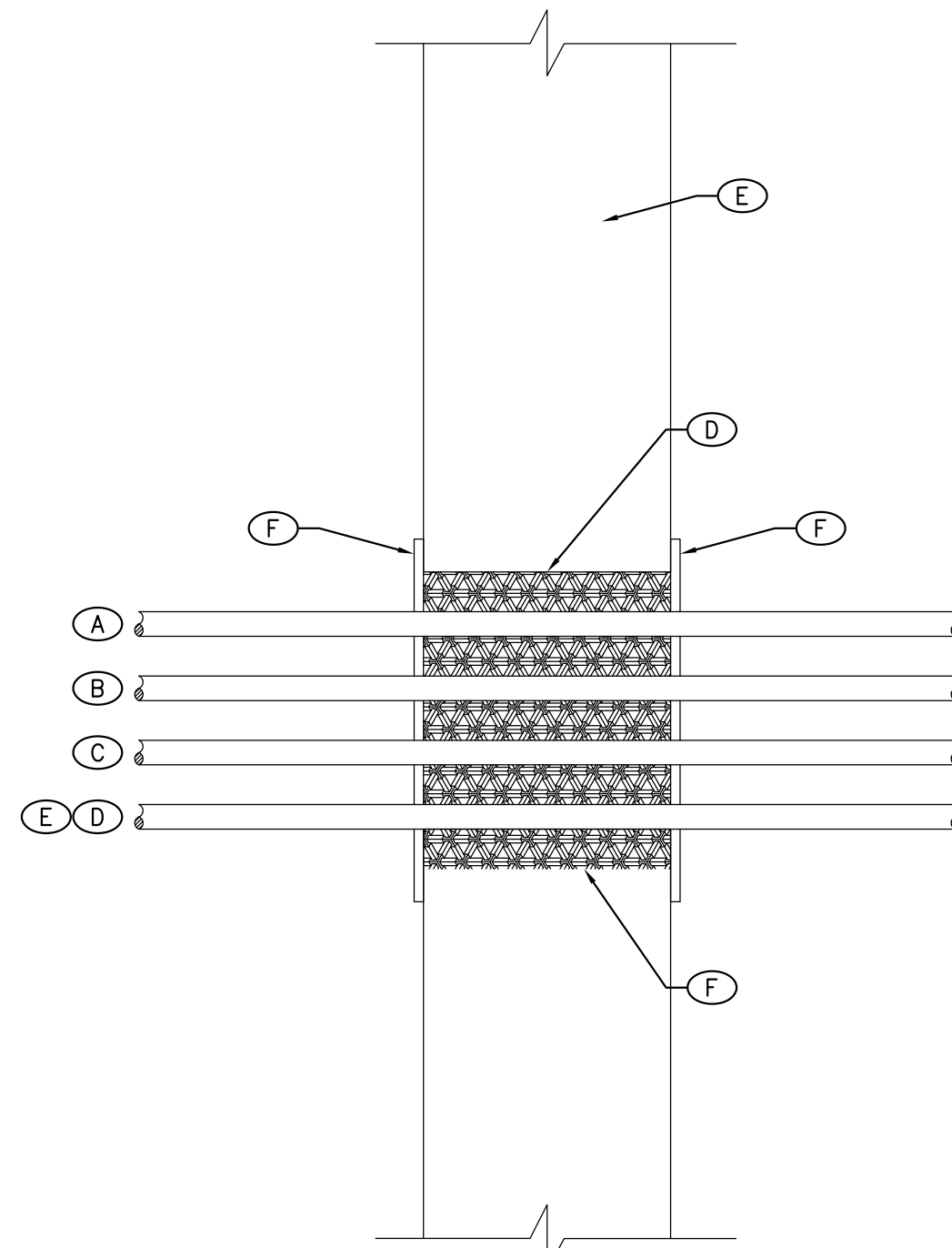
MAXIMUM HALF OF DUCT PERIMETER	PAIR AT 10 FT SPACING		PAIR AT 8 FT SPACING	
	STRAP	WIRE / ROD	STRAP	WIRE / ROD
P/2 = 30"	1" X 22 GA.	10 GA.	1" X 22 GA.	10 GA.
P/2 = 72"	1" X 18 GA.	0"-0 3/8"	1" X 20 GA.	0"-0 1/4"
P/2 = 96"	1" X 16 GA.	0"-0 3/8"	1" X 18 GA.	0"-0 3/8"
P/2 = 120"	1-1/2" X 16 GA.	0"-0 1/2"	1" X 16 GA.	0"-0 3/8"
P/2 = 168"	1-1/2" X 16 GA.	0"-0 1/2"	1-1/2" X 16 GA.	0"-0 1/2"
P/2 = 192"	NOT GIVEN		1-1/2" X 16 GA.	0"-0 1/2"
P/2 = 193" UP		SPECIAL ANALYSIS REQUIRED		

RECTANGULAR DUCT

NO SCALE

6

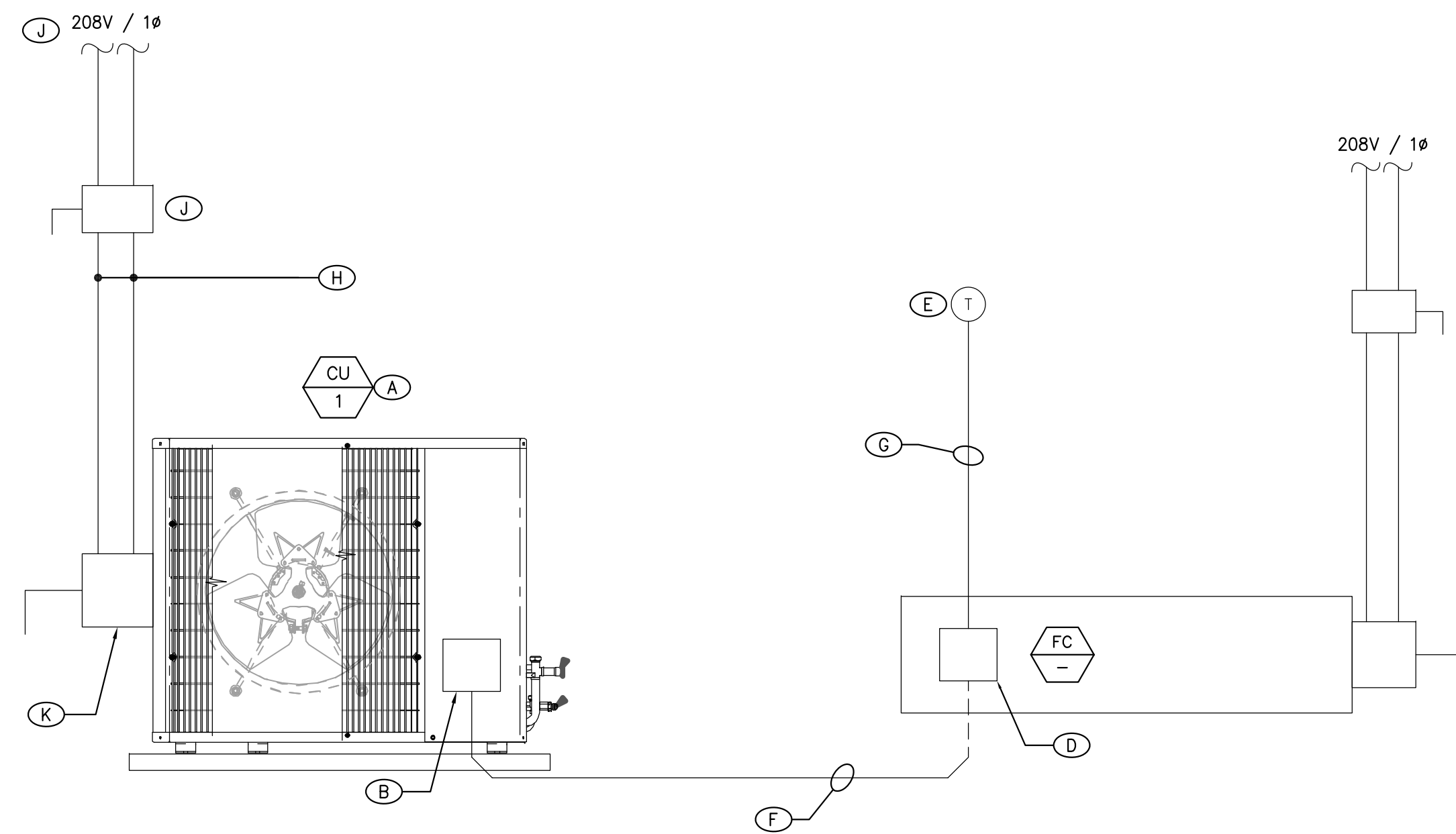
- NOTES:
- (A) PROVIDE RS SERVICE FOR CU ON EXTERIOR OF BUILDING TO INSIDE OF SPACE TO ASSOCIATED FC'S
 - (B) PROVIDE RL SERVICE FOR CU ON EXTERIOR OF BUILDING TO INSIDE OF SPACE TO ASSOCIATED FC'S
 - (C) CONDUIT AND POWER WIRE BY ELECTRICAL CONTRACTOR
 - (D) PROVIDE CONTROL CABLE FROM CU ON EXTERIOR OF BUILDING TO INSIDE OF SPACE TO ASSOCIATED FC'S
 - (E) CONTROL CONDUIT BY ELECTRICAL CONTRACTOR
 - (F) 26 GAGE FLASHINGS; SECURE TO WALL; PROVIDE SEALANT AT MATED SURFACES BY GENERAL CONTRACTOR
 - (G) MULTIPLE OPENINGS IN WALL AS NECESSARY BY GENERAL CONTRACTOR



PIPE THROUGH WALL

NO SCALE

5



CU / FC CONTROL DIAGRAM

NO SCALE

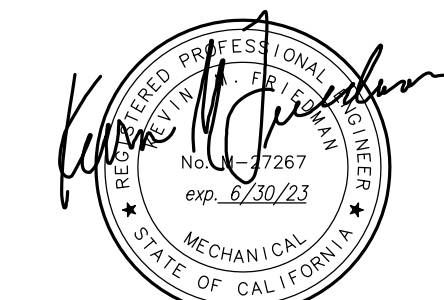
4

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Chk

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO
Consultant: ENGINEERING DESIGN ANALYSIS



DETAILS

M3.0

BOA
Architecture
Interiors
Planning
1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

CA

STATUS
Memo

CERT
Praja

J. W.
Syst
Spa or
I.
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CA

STATUS
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P. D.
This

CA

D. EXERCISE This table	
E. ADDITION This table	
F. HVAC Space Cooling	
	FC
CA Building	
STATE OF MECHANICAL	
CERTIFICATION Project No.	
J. VENTILATION	
System	OB
Space Heating or Cooling	Comp. Room
	17
¹ Footprint ² Air filter systems ³ Uniform ⁴ See State ⁵ For lect. ⁶ 120-220 ft. <i>Examples and open</i>	
K. TERMINALS This section	
CA Building	
STATE OF MECHANICAL	
CERTIFICATION Project No.	
Q. MAINTENANCE This table	
Compartment	
Heating	
Cooling	
Furnace	
Duct Ins.	
Heat Pump	
The air	
Kitchen	
CA Building	

[illegible][illegible]

Client: CITY OF MONTEREYO	No Date	Revision	By Ck

PROJECT NOTES

1. GENERAL

A. ADMINISTRATIVE

1) BASIS OF WORK

- SCOPE OF WORK SHALL BE AS IDENTIFIED HEREIN THESE DRAWINGS ON SHEET P-1 FOR COMPLETE AND OPERABLE INSTALLATION OF PLUMBING SERVICES.
- ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES AS ADOPTED AND AS AMENDED BY THE INSPECTING AUTHORITY:
 - CALIFORNIA BUILDING CODE (2023).
 - CALIFORNIA ELECTRICAL CODE (2023).
 - CALIFORNIA MECHANICAL CODE (2023).
 - CALIFORNIA PLUMBING CODE (2023).
 - CALIFORNIA ADMINISTRATIVE CODE - TITLE 24 (2023).
 - CALIFORNIA FIRE CODE (2023).
 - AMENDMENTS AS ADOPTED BY LOCAL AUTHORITIES.

- ALL EQUIPMENT AND HARDWARE SHALL BE PROVIDED FOR LISTED INSTALLATIONS AND APPLICABLE INDUSTRY STANDARDS. A COPY OF THE EVALUATION REPORT AND/OR CONDITIONS OF LISTING SHALL BE MADE AVAILABLE AT THE JOB SITE.
- ALL TERMS CITED HEREIN LEND TO THE PLUMBING CONTRACTOR, WHETHER ACTING AS A PRIME CONTRACTOR OR AS A SUB CONTRACTOR. HEREINAFTER, THE PLUMBING CONTRACTOR IS REFERRED TO AS THE CONTRACTOR. AND REQUIREMENTS OF THESE NOTES SHALL DIRECT SAID CONTRACTOR TO ACCOMPLISH TASKS AS CITED HEREIN.

2) CONTRACTUAL OBLIGATIONS

- PURCHASE AND MAINTAIN CERTIFICATIONS OF INSURANCE WITH RESPECT TO WORKMAN'S COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE LIMITS AS REQUIRED BY LAW. INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK.
- APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY ALL APPLICABLE BUILDING CODES AND REGULATORY REQUIREMENTS OF CITY AND STATE. FOR CONTRACTOR'S EXPENSE OF SECURING PERMITS (AS AGREED TO), SUBMIT TO OWNER FOR REIMBURSEMENT OF COST OF PERMITS AND ASSOCIATED FEES AS CHARGED BY CITY (AND / OR ASSOCIATED JURISDICTIONS).
- PROVIDE A LIST OF SUBCONTRACTORS TO OWNER'S REPRESENTATIVE PRIOR TO THE START OF WORK.

3) BIDDING

- DURING PRICING PERIOD, CONFIRM IN WRITING THE APPROXIMATE ON-SITE DELIVERY DATES FOR ALL CONSTRUCTION MATERIALS AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND NOTIFY OWNER'S REPRESENTATIVE IN WRITING OR ANY POSSIBLE CONSTRUCTION DELAYS AFFECTING OCCUPANCY THAT MAY ARISE DUE TO THE UNAVAILABILITY OF SPECIFIED PRODUCTS.
- UPON SUBMITTAL OF THE FINAL CONSTRUCTION COSTS, SUBMIT A SPECIFIC CONSTRUCTION SCHEDULE INDICATING THE REQUIRED CONSTRUCTION TIME FOR ALL SUBCONTRACTORS AND CONTRACTOR'S WORK.
- SUBSTITUTIONS MAY BE CONSIDERED DUE TO THE CONTRACTOR'S DELAY IN ORDERING SPECIFIED LONG LEAD ITEMS. ALL SUBSTITUTION MUST BE APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY ORDER PLACEMENT OR PURCHASE. ANY SUBSTITUTION INSTALLED WITHOUT APPROVAL WILL BE REJECTED AND REPLACED AT CONTRACTOR'S EXPENSE.
- ACCOUNT FOR ADDITIONAL OFFSETS, FITTINGS, HARDWARE, ET AL AS NECESSARY TO ACCOMMODATE REQUIREMENTS FOR FIELD CONDITIONS AND COORDINATION BETWEEN DISCIPLINES.
- INCLUDE ALL NECESSARY LABOR, TRANSPORTATION AND EQUIPMENT NECESSARY TO INSTALL SUCH WORK.
- ACCOUNT FOR ANY AND ALL OVERTIME COSTS.

4) SUBMITTALS

- SUBMIT SHOP DRAWINGS, AND / OR DESCRIPTIVE DATA AND SAMPLES OF ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- ADDITIONAL REQUIREMENTS FOR SUBMITTAL INFORMATION IS PROVIDED HEREINAFTER
- RECEIVING AND STORAGE
 - RECEIVE, STORE AND SECURE ALL EQUIPMENT, FIXTURES, HARDWARE, FINISHES, MILLWORK, ET AL ON SITE OR AS OTHERWISE ARRANGED FOR BY CONTRACTOR.

6) GUARANTEE

- PROVIDE ONE YEAR GUARANTEE TO CONTRACTOR ON PARTS AND LABOR EXCEPT AS OTHERWISE SPECIFIED HEREIN.

2. PRODUCTS

A. EQUIPMENT: NOT APPLICABLE.

B. FIXTURES: AS SCHEDULED HEREIN AND ON PLUMBING PLANS.

C. HARDWARE

1) PIPE SUPPORTS

- INSTALL ALL SUPPORT AND BRACING OF PIPING IN ACCORDANCE WITH CMC (AND CPC) 313.0, SMACNA SEISMIC BRACING STANDARDS, AND / OR AS DETAILED AND SPECIFIED HEREIN.
- ATTACH ALL SUPPORT AND BRACING OF PIPING TO STRUCTURE (ROOF OR FLOOR FRAMING OR SLAB) VIA HARDWARE AS FOLLOWS:
 - ANCHOR BOLTS.
 - LAG BOLT / SCREW.
 - OR AS OTHERWISE APPROVED IN WRITING.
 - VERTICAL ATTACHMENT WITH PULL-OUT CAPABILITY IS NOT ALLOWED.
- PROVIDE SUPPORT VIA HARDWARE AS FOLLOWS:
 - ADJUSTABLE 'J' HANGER.
 - ADJUSTABLE PIPE SADDLE SUPPORT.
 - ADJUSTABLE SWIVEL RING.
 - CLEVIS HANGER.
 - OFFSET PIPE CLAMP.
 - GAGE STRAP AND HANGER.
 - MANUFACTURED SUPPORT SYSTEMS.
 - MANUFACTURED C-CHANNEL (FOR TRAPEZE SUPPORTS).

- AND / OR AS DETAILED AND SPECIFIED HEREIN.

D. INTERIM HARDWARE SHALL BE PROVIDED VIA HARDWARE AS FOLLOWS:

- BEAM CLAMP.
- ANGLE CLIP.
- MANUFACTURED PLATE AND COLUMN HARDWARE.
- FIELD-FABRICATED PLATE AND COLUMN HARDWARE.
- MANUFACTURED SLEEPER HARDWARE.
- FIELD-FABRICATED SLEEPER HARDWARE.
- THREADED RODS.
- AND / OR AS DETAILED AND SPECIFIED HEREIN.

2) PIPE INSULATION

A. CONDENSATE DRAIN

- CLOSED CELL RATED WITH SELF-SEALING LAP, FOR INDOOR INSTALLATION.

3) PIPING

A. WASTE & VENT, DRAIN (INSIDE, OUTSIDE BUILDING):

- ABOVE GROUND, BELOW GROUND WASTE & VENT PIPING: SERVICE WEIGHT HUBLESS CAST IRON PIPE, ASTM A 74 OR CISPI 301 AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLAMPS AND STAINLESS STEEL NUTS, BOLTS AND WASHERS.
- ALTERNATIVE MATERIALS: ABOVE AND BELOW GROUND SCHEDULE 40 ABS, WITH SCHEDULE 40 FITTINGS, & SOLVENT WELDS.
- DRAIN PIPING: COPPER TYPE "M". WROT COPPER FITTINGS. 95/5 TIN / ANTIMONY SOLDER.

B. GAS PIPING:

- HOUSE PRESSURE: SCHEDULE 40 BLACK STEEL WITH SCREWED MALLEABLE IRON FITTINGS, ANSI B 16.3.
- FLEX CONNECTION: UL LISTED WITH SHUT-OFF AT CONNECTION TO RIGID SERVICE.

3. EXECUTION

A. GENERAL

1) DOCUMENTATION

- ALL ABBREVIATIONS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION.
- DRAWINGS ARE DIAGRAMMATIC IN NATURE, AND DO NOT ACCOUNT FOR EVERY ASPECT OF INSTALLATION AS NECESSARY TO ACCOMMODATE FIELD CONDITIONS. CONTRACTOR SHALL CHECK CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SCALES FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN FOR A COMPLETE AND OPERABLE AND OPERATIONAL INSTALLATION PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
- DO NOT SCALE DRAWINGS. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, CLARIFY WITH OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK IN QUESTION OR RELATED WORK.
- VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY FIELD MEASUREMENTS. BEFORE COMMENCING WORK, CONTRACTOR SHALL CHECK ALL LINES AND LEVELS INDICATED. IMMEDIATELY REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE FOR CORRECTION AND ADJUSTMENT. PROVIDE PROPER FIT AND ATTACHMENT OF ALL PARTITIONS AND CONSTRUCTION MATERIALS.
- ALL DIMENSIONS NOTED "MINIMUM", "CLEAR", OR "VERIFY" ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY VARIANCES ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY FOR RESOLUTION. "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE TERMS NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLAN. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED ONES.
- ALL PARTITIONS ARE DIMENSIONED FINISH TO FINISH UNLESS NOTED OTHERWISE.
- ADVISE OWNER'S REPRESENTATIVE OF ALL CONFLICTS THAT EXIST AT THE LOCATIONS OF ALL OF THE MECHANICAL, TELEPHONE, ELECTRICAL, LIGHTING, PLUMBING AND SPRINKLER EQUIPMENT (TO INCLUDE ALL PIPING, DUCTWORK AND CONDUITS). PROVIDE OWNER'S REPRESENTATIVE WITH ALL REQUIRED CLEARANCES FOR INSTALLATION AND MAINTENANCE OF THE ABOVE EQUIPMENT.
- KEEP A PROJECT RECORD SET CONSISTING OF DRAWINGS MARKING ALL CHANGES TO THE ORIGINAL DRAWINGS THROUGHOUT THE COURSE OF THE PROJECT. DELIVER "MARKED-UP" REPRODUCIBLE COPY TO OWNER'S REPRESENTATIVE AT THE COMPLETION OF THE PROJECT.

2) STANDARD OF CARE

- REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT DOCUMENTED ON THESE DRAWINGS OR OBSERVED TO BE DIFFERENT THAN THOSE SHOWN ON THE DRAWINGS ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
- IF ANY MATERIALS OR PRODUCTS ARE INSTALLED WITHOUT FIRST PROVIDING THE REQUIRED SUBMITTALS OR SHOP DRAWINGS FOR APPROVAL, THOSE MATERIALS OR PRODUCTS ARE SUBJECT TO BEING REMOVED AND CORRECTLY REINSTALLED AT FULL COST TO THE CONTRACTOR.
- INSTALL WORK COMMENSURATE TO FINISHED CONDITIONS WITHIN SPACE AND / OR STRUCTURE, AND / OR TO STANDARDS ESTABLISHED IN COMMENSURATE TERMS.
- NO WORK, DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE DRAWINGS OR NOTES, WILL BE FOUND ACCEPTABLE IN CONSEQUENCE OF THE OWNER'S OR OWNER'S REPRESENTATIVE'S FAILURE TO DISCOVER OR POINT OUT DEFECT AND DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.
- WORK WHICH CREATES NOXIOUS ODORS SHALL BE PERFORMED AT A TIME OF AGREEABLE WITH, AND COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AND PER JURISDICTIONAL/GOVERNMENTAL REQUIREMENTS.
- PROVIDE AN EMERGENCY POWER SOURCE FOR EXIT AND EXIT WAY ILLUMINATION.
- KEEP ALL BUILDING AREAS CLEAN AND FREE OF ACCUMULATED DIRT AND DEBRIS. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SURPLUS MATERIALS, DEBRIS AND EQUIPMENT.

3) COORDINATION OF CONSTRUCTION EFFORT

- ORDER ALL MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- COORDINATE SCHEDULE WITH ALL CONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS".
- THE CONTRACTOR SHALL COORDINATE SCHEDULE FOR ALL SUBCONTRACTORS, OWNER'S VENDORS, AND PARTIES INSTALLING ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS".
- THE CONTRACTOR SHALL ORDER MATERIALS IN TIME TO MAINTAIN THE APPROVED CONSTRUCTION SCHEDULE.
- COORDINATE INSTALLATION OF ALL WORK FOR THE LAYOUT AND EXACT LOCATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
- COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL CEILINGS AND WALLS AND PARTITIONS, OPENINGS FOR DOORS AND WINDOWS, LIGHT FIXTURES, ELECTRICAL / TELEPHONE OUTLETS AND LIGHT SWITCHES, HVAC EQUIPMENT AND HARDWARE, PLUMBING EQUIPMENT AND FIXTURES AND HARDWARE AND SERVICES WITH ALL CONTRACTORS.
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- THE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL WORK BY THE OWNER'S VENDORS (I.E. SITE / CIVIL / UTILITIES, SIGNAGE, FIRE / LIFE SAFETY, DATA CABLING, SECURITY SYSTEM, AUDIO VISUAL, ET AL) WITH OTHER TRADES.
- THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ITEMS "NOT IN CONTRACT" AND "ITEMS PROVIDED BY OTHERS" WITH OTHER TRADES.

4) PLACEMENT OF EQUIPMENT AND HARDWARE

- ALL DIMENSIONS NOTED "CLR" ARE CLEAR AND ARE NOT ADJUSTABLE WITHOUT APPROVAL FROM OWNER'S REPRESENTATIVE.
- ALIGN PARTITIONS AS ADJACENT TO BASE BUILDING COLUMNS OR WALL WITH THE FACE OF FINISHED COLUMN SURFACE, UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT REVIEW BY OWNER'S REPRESENTATIVE UNLESS NOTED OTHERWISE.
- ARRANGE AND PLACE FRAMING MEMBERS TO PERMIT INSTALLATION OF PIPE, CONDUITS, AND DUCTWORK WITH MINIMAL CUTTING. ALL NECESSARY CUTTING, BLOCKING, BRACING, SUPPORTING AND REPAIRING SHALL BE APPROVED BY OWNER'S REPRESENTATIVE.
- ARRANGE CEILING MOUNTED FIXTURES AND HARDWARE PER THE REFLECTED CEILING PLAN PROVIDED AS PART OF THE ARCHITECTURAL PLANS.
- THE CONTRACTOR SHALL PROVIDE ACCESS TO AND CLEARANCE AROUND ALL EQUIPMENT AND HARDWARE AS REQUIRED BY CODE AND BY EQUIPMENT MANUFACTURER.
- PROVIDE ACCESS PANELS IN LOCATIONS AS REQUIRED FOR HARDWARE REQUIRING ACCESS.
- INTEGRITY OF CONSTRUCTION
 - X-RAY SLABS AND WALLS IN LOCATIONS OF PENETRATIONS PRIOR TO SAW CUTTING OR CORING.
 - MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW STRUCTURAL CONSTRUCTION, ANCHOR AND BRACE EQUIPMENT, HARDWARE, ASSEMBLIES, ELEMENTS OF CONSTRUCTION, ET AL AS REQUIRED BY CODE.
 - INSTALLATIONS SHALL BE PLUMB AND CRAFTSMAN LIKE, TO PROVIDE FOR MAXIMUM CLEARANCES AND MINIMUM IMPOSITION, AND COMELES WITH EXISTING CONDITIONS AND / OR GRADE OF CONSTRUCTION OF OVERALL JOB.
 - DO NOT BORE OR NOTCH STRUCTURAL ELEMENTS WITHOUT WRITTEN AUTHORIZATION FROM OWNER'S REPRESENTATIVE.
 - PROVIDE EQUIPMENT, HARDWARE, AND TREATMENTS WHERE NEW INSTALLATIONS PENETRATE NEW OR EXISTING RATED ELEMENTS OF CONSTRUCTION.
 - MAINTAIN AND / OR MODIFY AND / OR PROVIDE NEW FIRE SUPPRESSION AND FIRE ALARM SYSTEMS AS REQUIRED BY CODE.

B. HARDWARE

1) GENERAL

- VERIFY AVAILABILITY OF UTILITIES PRIOR TO INITIATION OF CONSTRUCTION, TO INCLUDE ALL LOCATION AND INVERT ELEVATIONS.
- COORDINATE REQUIREMENTS FOR SLEEVES AND INSERTS AND CORING WITH GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE AND STRUCTURAL ENGINEER.
- PROVIDE ACCESS PANELS FOR VALVES AND HARDWARE AND TRIM REQUIRING ACCESS FOR INSPECTION AND SERVICE. COORDINATE LOCATIONS OF ALL HARDWARE AND ASSOCIATED ACCESS PANELS PRIOR TO INSTALLATION.
- PROVIDE ESCUTCHEONS AT PENETRATIONS OF ALL WALLS IN EXPOSED LOCATIONS, AND IN CONCEALED LOCATIONS WITHIN CABINETRY, ET AL.
- PIPE SUPPORTS
 - COORDINATE HEIGHT OF INSTALLATION OF HARDWARE TO ACCOMMODATE REQUIREMENTS FOR SURROUNDINGS (I.E. WITHIN SPACE AND ON SLAB AND ON ROOF, FOR PASSAGE AND THROUGHFARE, AND ROOFING WORK, ET AL).
 - SECURE SUPPORTS WITH RIGID CONNECTIONS TO FLOOR AND ROOF CONSTRUCTION. PROVIDE INTERIM BLOCKING AS NECESSARY.
 - PROVIDE INSULATION AND INSERTS AND SADDLES AT PIPE SUPPORTS.
 - PROVIDE INSULATION / INSERTS TO ISOLATE DISSIMILAR METALS.
 - PIPING AND SUPPORTS EXPOSED IN SPACE SHALL BE PAINTED UNLESS OTHERWISE SPECIFIED.

3) PIPE INSULATION

- CONTRACTOR SHALL PROVIDE INSULATION ON CONDENSATE DRAIN SERVICE CONCEALED IN CEILING SPACE

4) PIPING

- WASTE AND DRAIN
 - WASTE PIPING SHALL SLOPE AT 2% UNLESS OTHERWISE NOTED. UNLESS PROHIBITED BY STRUCTURAL CONDITIONS. DRAIN PIPING (CONDENSATE) SHALL SLOPE AT 1%. EACH VENT SHALL RISE VERTICALLY TO A POINT NOT LESS THAN SIX INCHES ABOVE THE FLOOD RIM OF THE FIXTURE BEFORE OFFSETTING HORIZONTALLY.
 - PAINT ABS SERVICES EXPOSED TO SUNLIGHT.
 - INSTALL HORIZONTAL VENTING WITH PITCH UP TO PRECLUDE FLAT VENTING.

- EACH VENT SHALL TERMINATE NOT LESS THAN 6 INCHES ABOVE THE ROOF NOR LESS THAN 1 FOOT FROM ANY VERTICAL SURFACE, AND SHALL TERMINATE NOT LESS THAN 10 FEET FROM OR 3 FEET ABOVE ANY OPENING OR AIR INTAKE INTO THE BUILDING.

- VENT TERMINATION: ALL PLUMBING FIXTURE VENTS TO TERMINATE A MINIMUM OF 36 INCHES FROM ANY VERTICAL SURFACE AND 10 FEET FROM OR TERMINATED 3'-0" ABOVE ANY OUTSIDE AIR INTAKES.

- AIR GAP: PROVIDE MINIMUM AIR-GAP FOR ALL PIPING DISCHARGING INTO FLOOR-SINKS, STAND PIPES AND DRAINS AS REQUIRED BY LOCAL CODES.

- PROVIDE FULL PORT BALL VALVES, THREADED ENDS, AND VACUUM BREAKERS ON ALL DRAIN CONNECTIONS AT EQUIPMENT AND HARDWARE.

B. GAS

- PROVIDE PIPING EXPOSED TO AMBIENT IN GALVANIZED STEEL, OR BLACK STEEL COATED WITH EPOXY BASED PAINT.
- CONTRACTOR SHALL PROVIDE GAS SERVICE SIZED PER PLANS, AND BUSHED DOWN TO EQUIPMENT CONNECTION SIZE FOR INSTALLATION OF FLEX FROM RIGID PIPE TO EQUIPMENT.

C. ACCEPTANCE

- IDENTIFY EQUIPMENT AND HARDWARE VIA ENGRAVED ACRYLIC WHITE ON BLACK ADHESIVE LABELS, MANUFACTURED PIPE LABELS, CIRCUIT TAGS AND COMPLETED PANEL SCHEDULE LINE CARDS, ET AL.
- REPAIR OR REPLACE ANY DAMAGED CONSTRUCTION ADJACENT TO WORK PROVIDED UNDER THIS SCOPE OF WORK.
- AT THE COMPLETION OF THE INSTALLATION TEST EQUIPMENT AND HARDWARE FOR AND DEMONSTRATE TO OWNER'S REPRESENTATIVE'S PROPER OPERATION, AND MAKE ADJUSTMENTS AS REQUIRED. DELIVER VALIDATED CERTIFICATES, WARRANTIES AND GUARANTEES FOR NEW EQUIPMENT TO OWNER'S REPRESENTATIVE.
- MAINTAIN ONE SET OF REPRODUCIBLE DRAWINGS OF "AS-BUILT" CONDITIONS. SUBMIT AT THE COMPLETION OF THE PROJECT SAME TO THE OWNER'S REPRESENTATIVE.
- TERMS CITED HEREIN ARE REFLECTIVE OF OR IN ADDITION TO REQUIREMENTS FOR COMPLIANCE OF INSTALLATION TO APPLICABLE CODES. CONTRACTOR SHALL SUBMIT TO OWNER'S REPRESENTATIVE FOR APPROVAL OF DEVIATION FROM SAID TERMS.

SENIOR CENTER RENOVATION

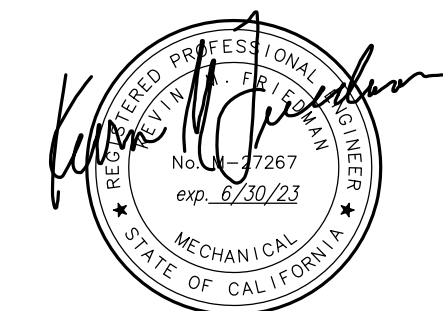
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

No	Date	Revision	By	Ck

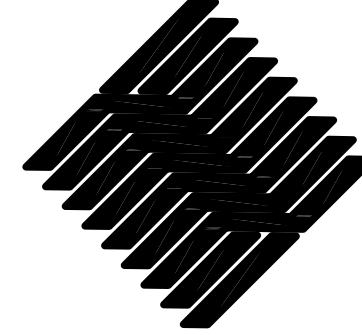
Designer: KMF	
CAD Draft: RT	
Architect: -	
Engineer: KMF	
Client: MONTEBELLO	
Date Issue: 9-15-2023	
Job Number: 3002	

Client: CITY OF MONTEBELLO	
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CHARTER AVENUE SUITE 400 MONTEBELLO, CA 90640 (310) 326-1071 WWW.EDANALYSIS.COM	



PROJECT NOTES

P-1.1



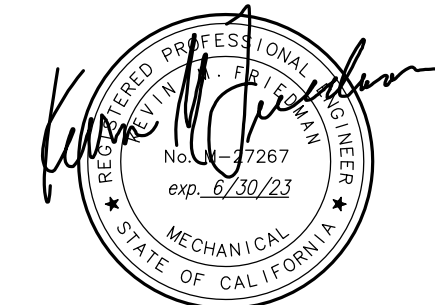


P-2.0

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
Job Number: 3002

Client: CITY OF MONTEBELLO

Consultant:
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19064 TALBESST AVENUE SUITE 300
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TOLSON@EDAC-DESIGN-ANALYSIS.COM

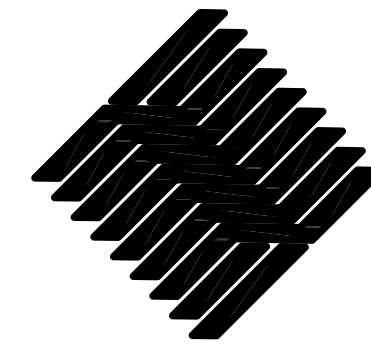


- SITE PLAN

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

1115 S. TAYLOR, MONTEBELLO, 90640

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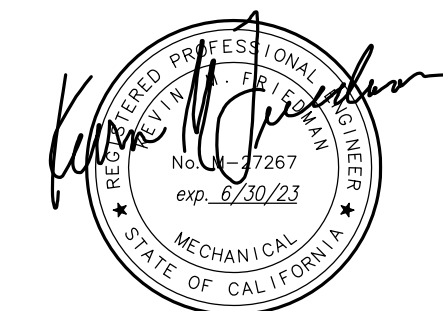


P-2.1

Designer:	KMF
CAD Draft:	RT
Architect:	—
Engineer:	KMF
Client:	MONTEBELLO
Date Issue:	9-15-2023
Job Number:	5002

Client: CITY OF MONTEBELLO

Consultant:
ENGINEERING-DESIGN-ANALYSIS
INCORPORATED
14064 TALBESST AVENUE SUITE 300
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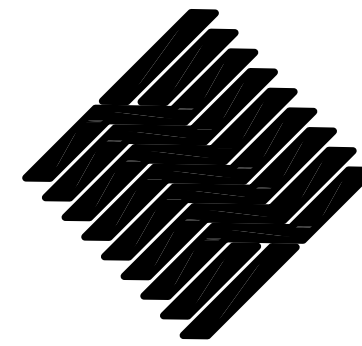


- FLOOR PLAN

SENIOR CENTER RENOVATION

MONTEBELLO SENIOR CENTER

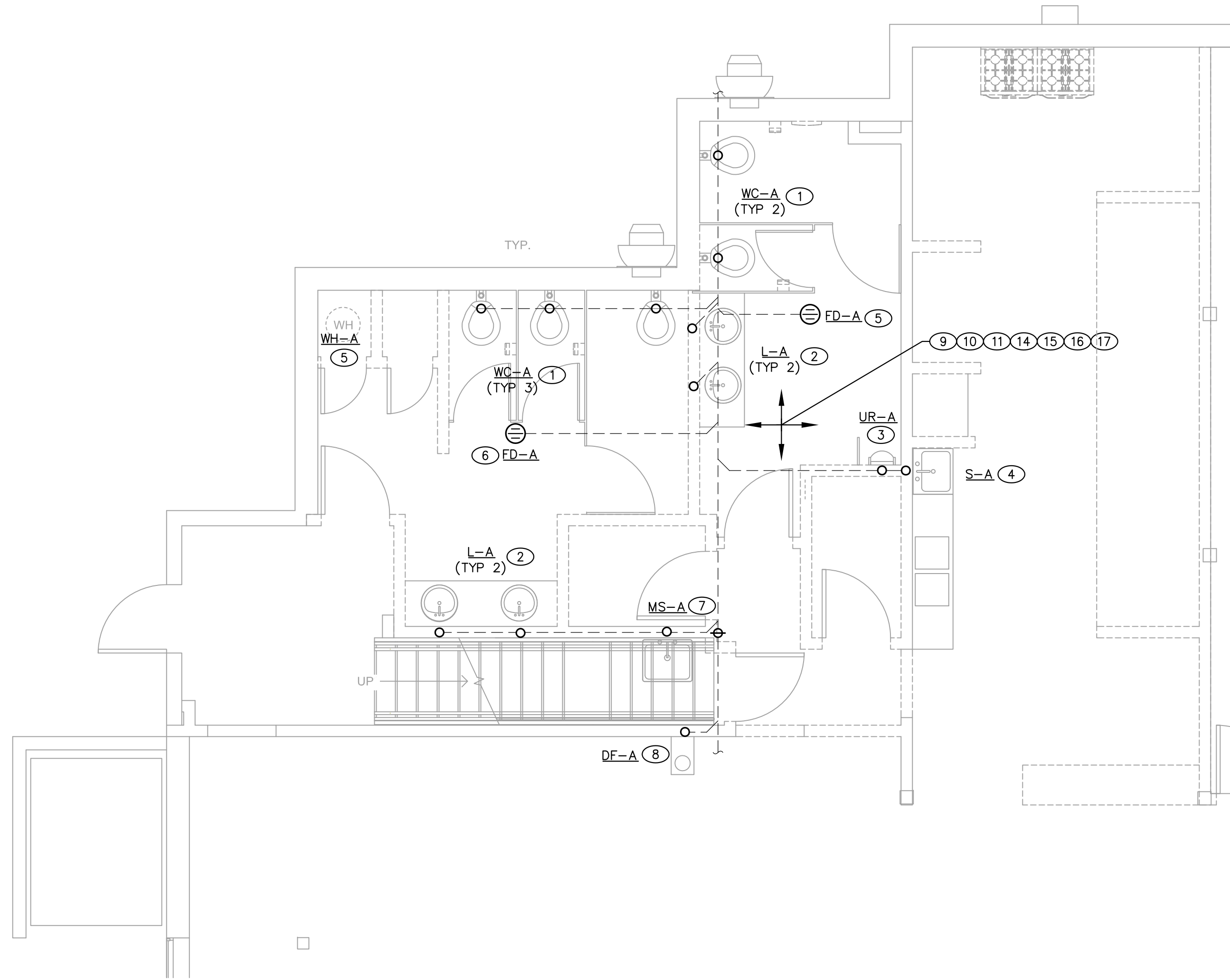
115 S. TAYLOR, MONTEBELLO, 90640

Architecture
Interiors
Planning

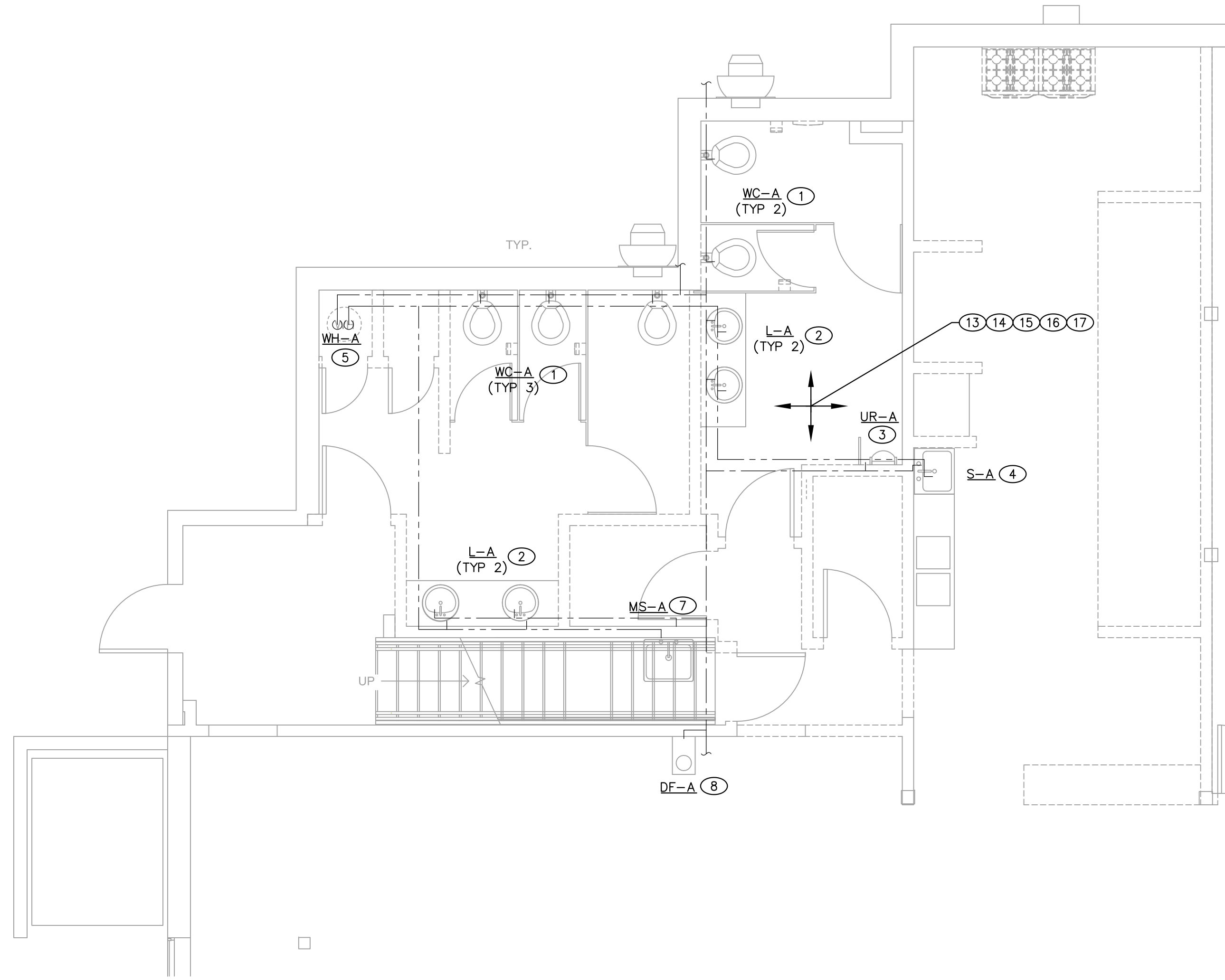
1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

City of Montebello Senior Center Renovation
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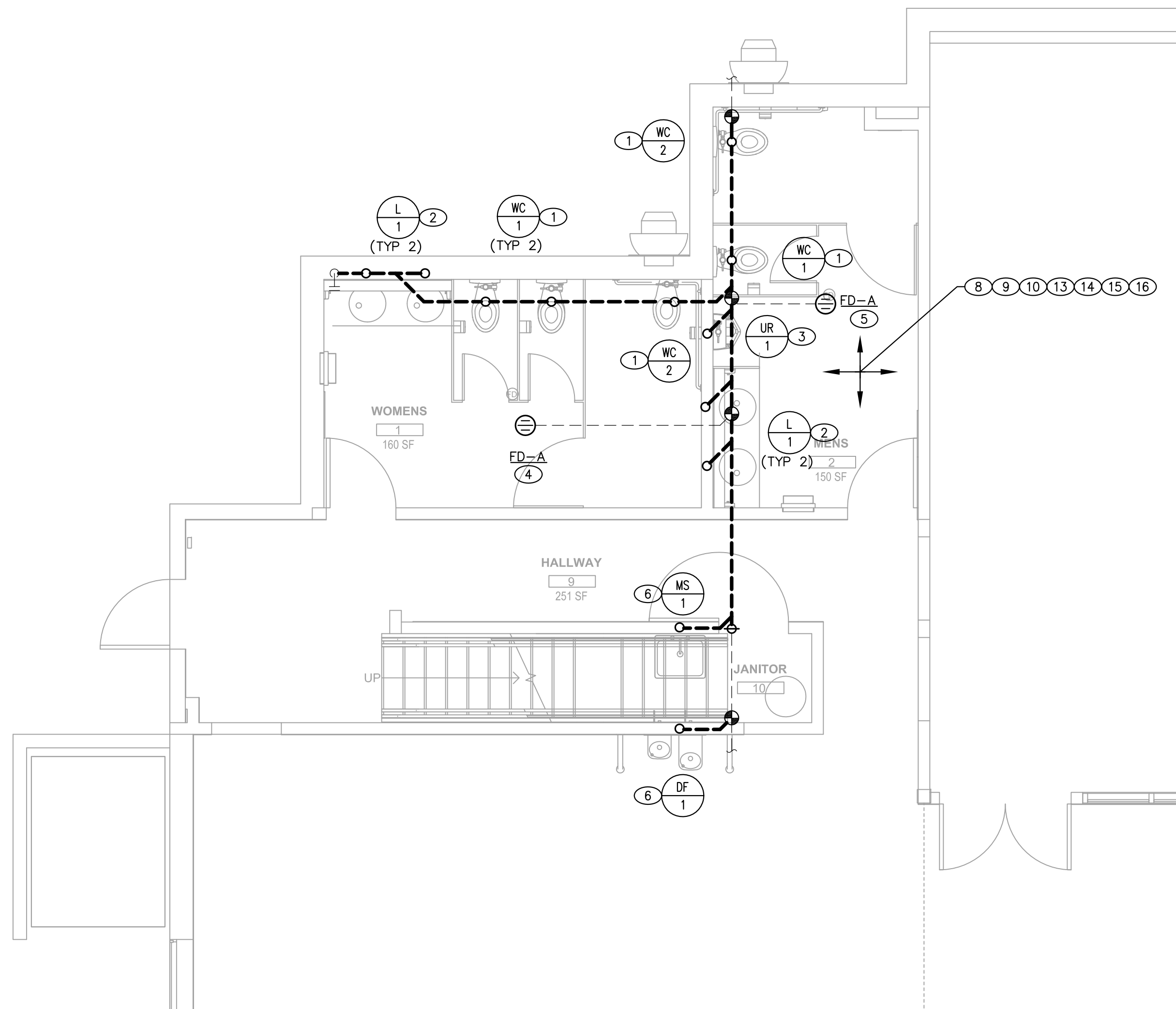
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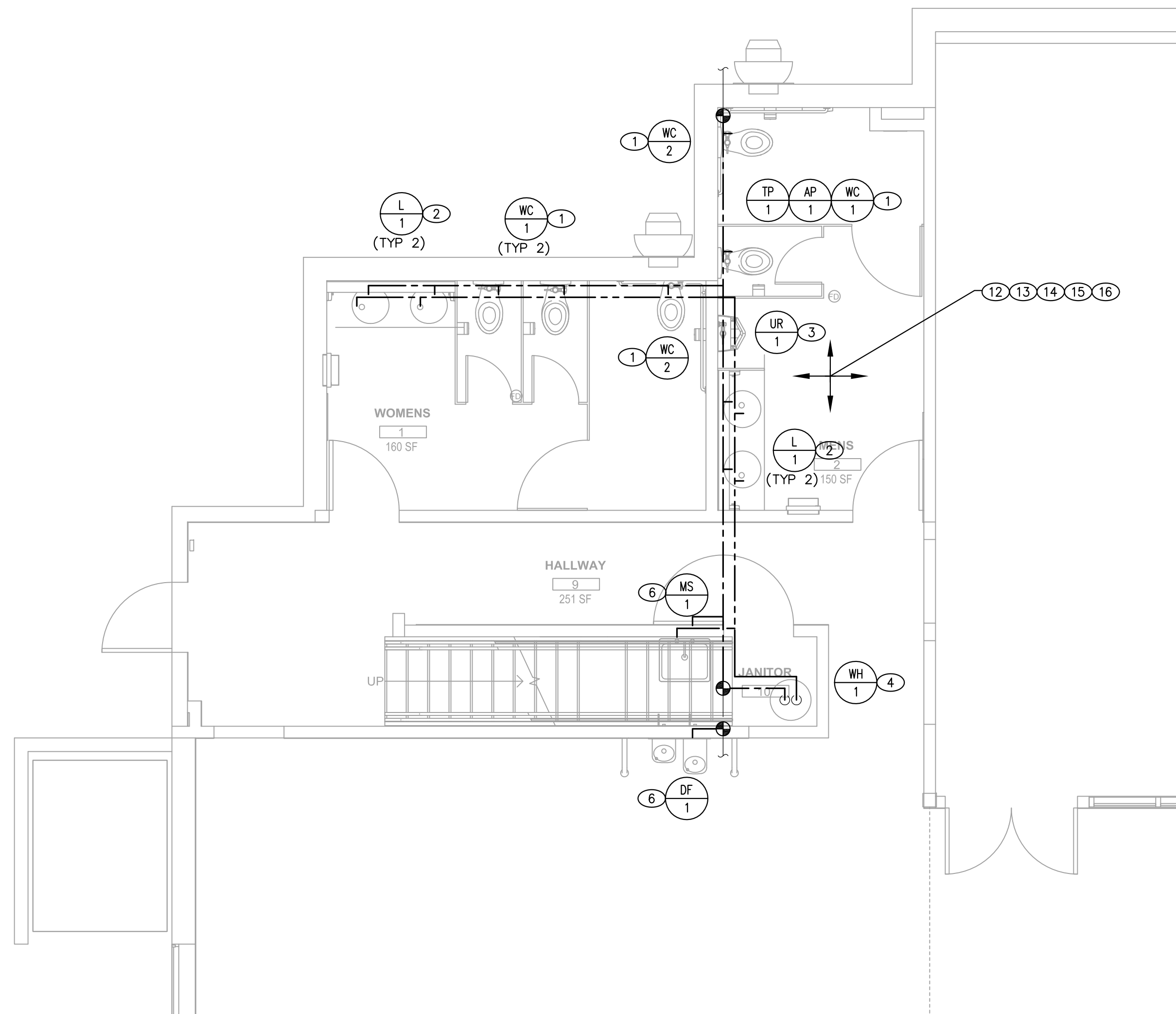
DEMOLITION RESTROOMS PLAN – WASTE



DEMOLITION RESTROOMS PLAN – WATER



RENOVATION RESTROOMS PLAN – WASTE



RENOVATION RESTROOMS PLAN – WATER

- DEMO NOTES:
- FIXTURES AND EQUIPMENT AND HARDWARE
- 1 DEMO (E) WATER CLOSET
 - 2 DEMO (E) LAV
 - 3 DEMO (E) URINAL
 - 4 DEMO (E) SINK
 - 5 DEMO (E) WATER HEATER
 - 6 MAINTAIN (E) FLOOR DRAIN
 - 7 DEMO (E) MOP SINK
 - 8 DEMO (E) DRINKING FOUNTAIN
- SERVICES
- 9 MAINTAIN (E) W SERVICE INTO SPACE TO POD; MAINTAIN (E) W SERVICE UNLESS OTHERWISE IDENTIFIED
 - 10 MAINTAIN (E) V SERVICES FROM POD'S TO TERMINATION THROUGH ROOF; MAINTAIN (E) V SERVICE UNLESS OTHERWISE IDENTIFIED
 - 11 DEMO (E) W SERVICES FROM POD TO FIXTURES AS NECESSARY; MAINTAIN, PREPARE SERVICE FOR RECONNECTION
 - 12 DEMO (E) V SERVICES FROM POD TO FIXTURES AS NECESSARY; MAINTAIN, PREPARE SERVICE FOR RECONNECTION
 - 13 MAINTAIN (E) CW, DHW SERVICES IN SPACE TO POD; MAINTAIN SERVICE FOR POD
 - 14 DEMO (E) CW, DHW SERVICES IN SPACE FROM POD TO FIXTURES AS NECESSARY; MAINTAIN, PREPARE SERVICES FOR RECONNECTION
- GENERAL
- 15 SAW CUT FLOOR FOR (N) W SERVICES; PREPARE SPACE FOR RE-FIT OF WC'S, L'S, UR'S
 - 16 DEMO OF WALLS AS NECESSARY BY GENERAL CONTRACTOR
 - 17 DEMO OF CEILING AS NECESSARY BY GENERAL CONTRACTOR

- RENO NOTES:
- FIXTURES AND EQUIPMENT AND HARDWARE
- 1 PROVIDE WATER CLOSETS
 - 2 PROVIDE LAVS
 - 3 PROVIDE URINAL
 - 4 PROVIDE WATER HEATER
 - 5 MAINTAIN (E) FLOOR DRAIN
 - 6 PROVIDE MOP SINK
 - 7 PROVIDE DRINKING FOUNTAIN
- SERVICES
- 8 MAINTAIN (E) W SERVICE INTO SPACE TO POC'S; RECONNECT (N) SERVICES AT POC
 - 9 MAINTAIN (E) V SERVICE FROM POC'S TO TERMINATION; RECONNECT (N) SERVICE TO POC; PROVIDE ADDITIONAL CLEANOUTS AS NECESSARY
 - 10 PROVIDE (N) W SERVICES FROM POC TO FIXTURES AS NECESSARY
 - 11 PROVIDE (N) V SERVICES FROM POC TO FIXTURES AS NECESSARY
 - 12 MAINTAIN (E) CW SERVICE IN SPACE TO POC; CONNECT (N) CW SERVICE TO POC
 - 13 PROVIDE (N) CW SERVICE FROM POC TO FIXTURES AND EQUIPMENT AS NECESSARY
- GENERAL
- 14 REPAIR SLAB FOR SAW CUTS; RESTORATION OF FLOOR TO ORIGINAL CONDITION BY GENERAL CONTRACTOR
 - 15 RESTORATION OF WALL TO ORIGINAL CONDITION BY GENERAL CONTRACTOR
 - 16 RESTORATION OF CEILING TO ORIGINAL CONDITION BY GENERAL CONTRACTOR



SCALE: 1/4"=1'-0"



SCALE: 1/4"=1'-0"

SENIOR CENTER RENOVATION

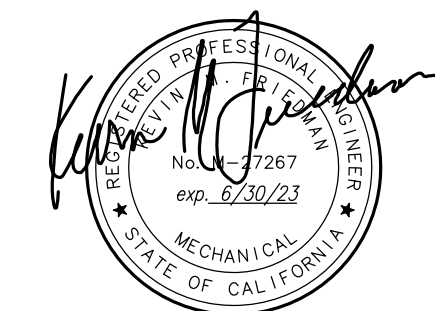
MONTEBELLO SENIOR CENTER

115 S. TAYLOR, MONTEBELLO, 90640

Designer: KMF
CAD Draft: RT
Architect: -
Engineer: KMF
Client: MONTEBELLO
Date Issue: 9-15-2023
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Client:
CITY OF MONTEBELLO

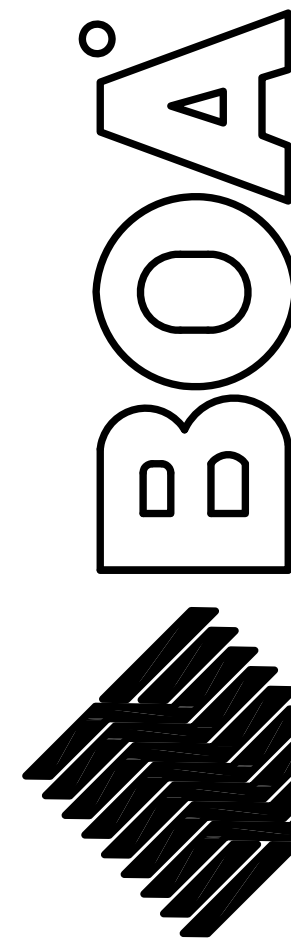
Consultant:
ENGINEERING DESIGN ANALYSIS
1000 CALIFORNIA AVENUE SUITE 400
TOLSON, CALIFORNIA 94588
(925) 461-1010
WWW.EDANALYSIS.COM



• ENLARGED RESTROOM
• FLOOR PLAN

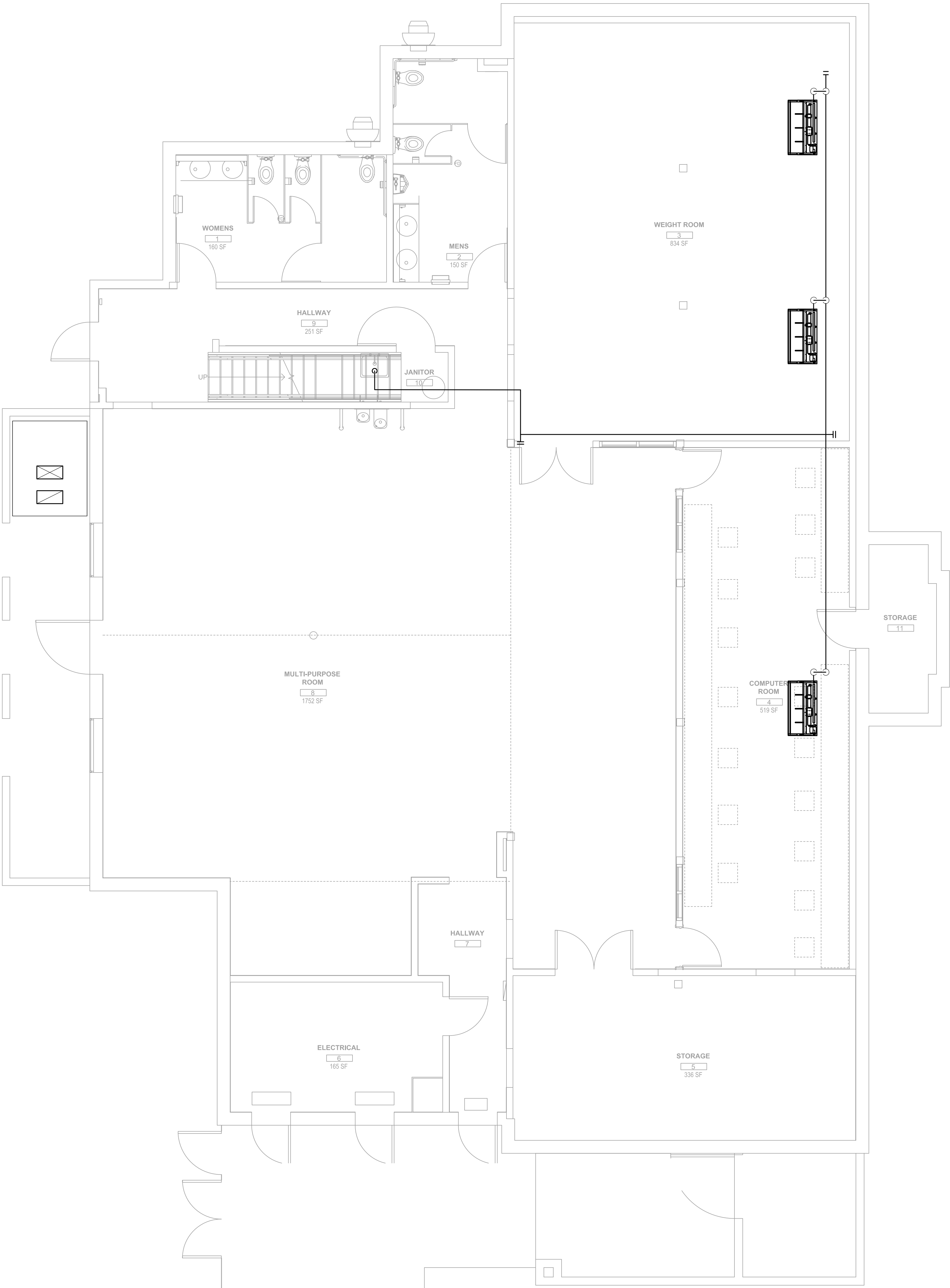
P-2.2

Architecture
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1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

**NO EXISTING
CONDENSATE PIPING IN
AREA OF WORK; NO
DEMOLITION
CONDENSATE PLAN
PROVIDED HEREIN**



- ① CONDENSATE DRAIN SERVICE FROM FAN COILS TO CONDENSATE DRAIN HEADER; TYP FC'S
- ② PROVIDE CONDENSATE DRAIN SERVICE FROM HEADER TO TERMINATION AT MOP SINK IN VICINITY
- ③ PROVIDE CLEANOUTS ON CONDENSATE DRAIN SERVICE
- ③ INSULATE CONDENSATE WITH ARMAFLEX CLOSED CELL INSULATOR
- ④ CONDENSATE DRAIN EXPOSED AT UNDERSIDE OF FLOOR ABOVE; SLOPE TO DISCHARGE

SENIOR CENTER RENOVATION

115 S. TAYLOR, MONTEBELLO, 90640

Client: CITY OF MONTEBELLO

Consultant:
ENGINEERING-DESIGN-ANALYSIS
INCORPORATED
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FOUNTAIN VALLEY, CA 92708
714-851-4339 (F)
866-426-4336 (T)
FAX: 714-851-4339 (F)



- RENOVATION
- CONDENSATE PLAN
-

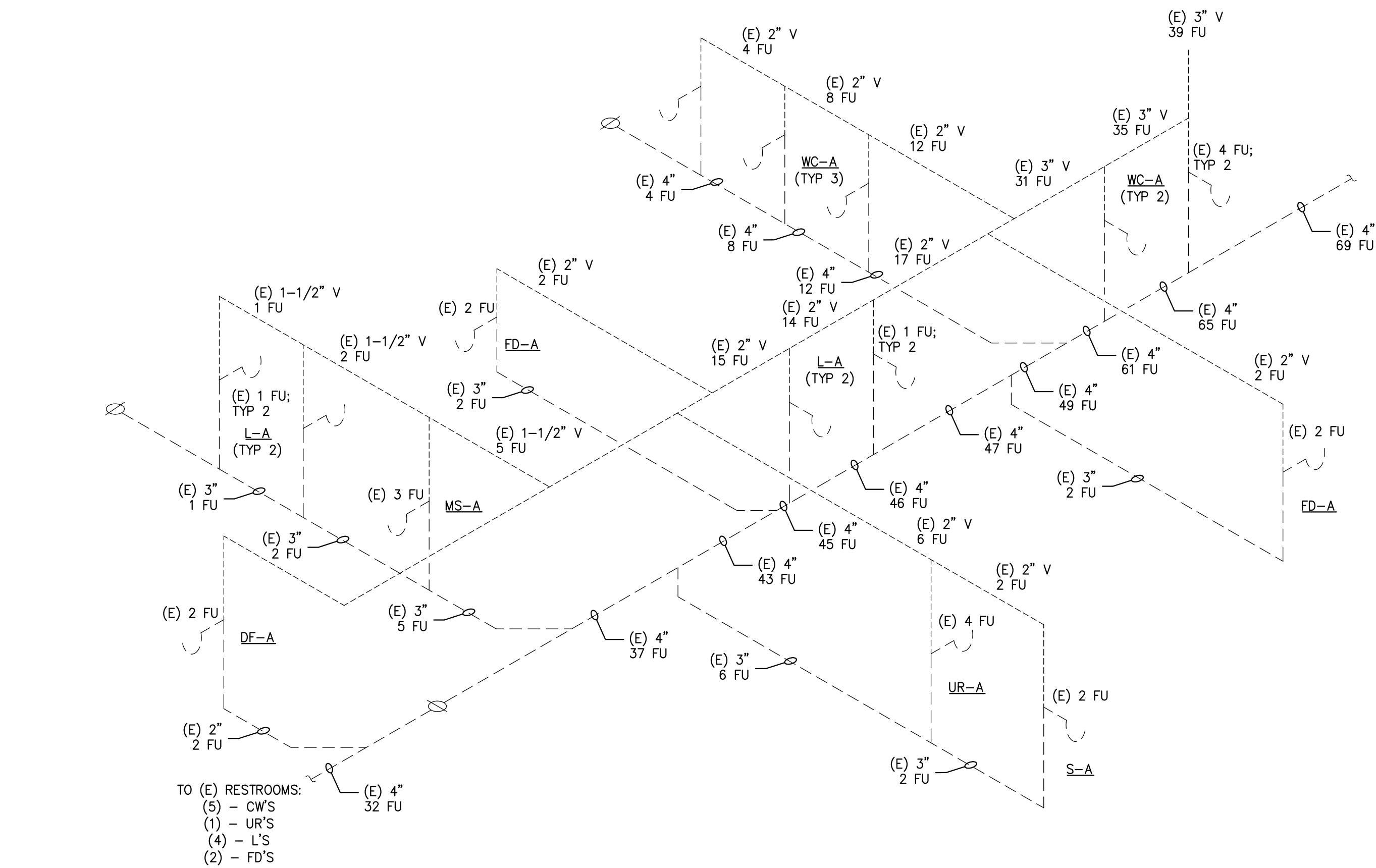
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SCALE: 1/4"=1'-0"

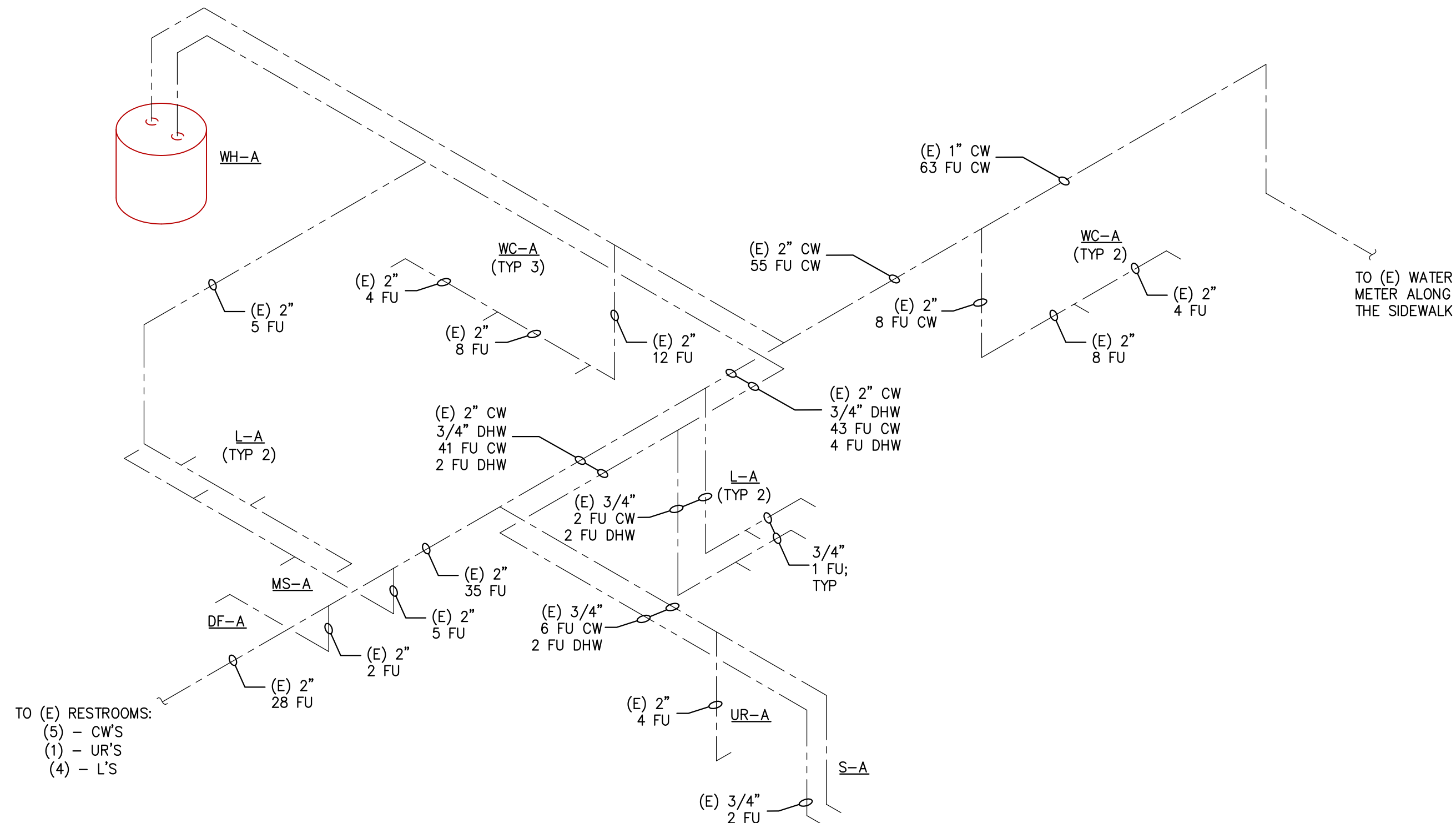
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- NOTES:
- WASTE SERVICE SHALL BE INSTALLED WITH A MINIMUM 2% SLOPE
 - PIPING MATERIALS SHALL BE SERVICE WEIGHT HUBLESS CAST IRON PIPE AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLAMPS AND STAINLESS STEEL NUTS, BOLTS, AND WASHERS; ALTERNATIVE: SCHEDULE 40 ABS WITH ABS FITTINGS AND SOLVENT WELD
 - VENT SERVICE SHALL BE DEVELOPED PER REQUIREMENTS FOR COMBINATION WASTE AND VENT SERVICE

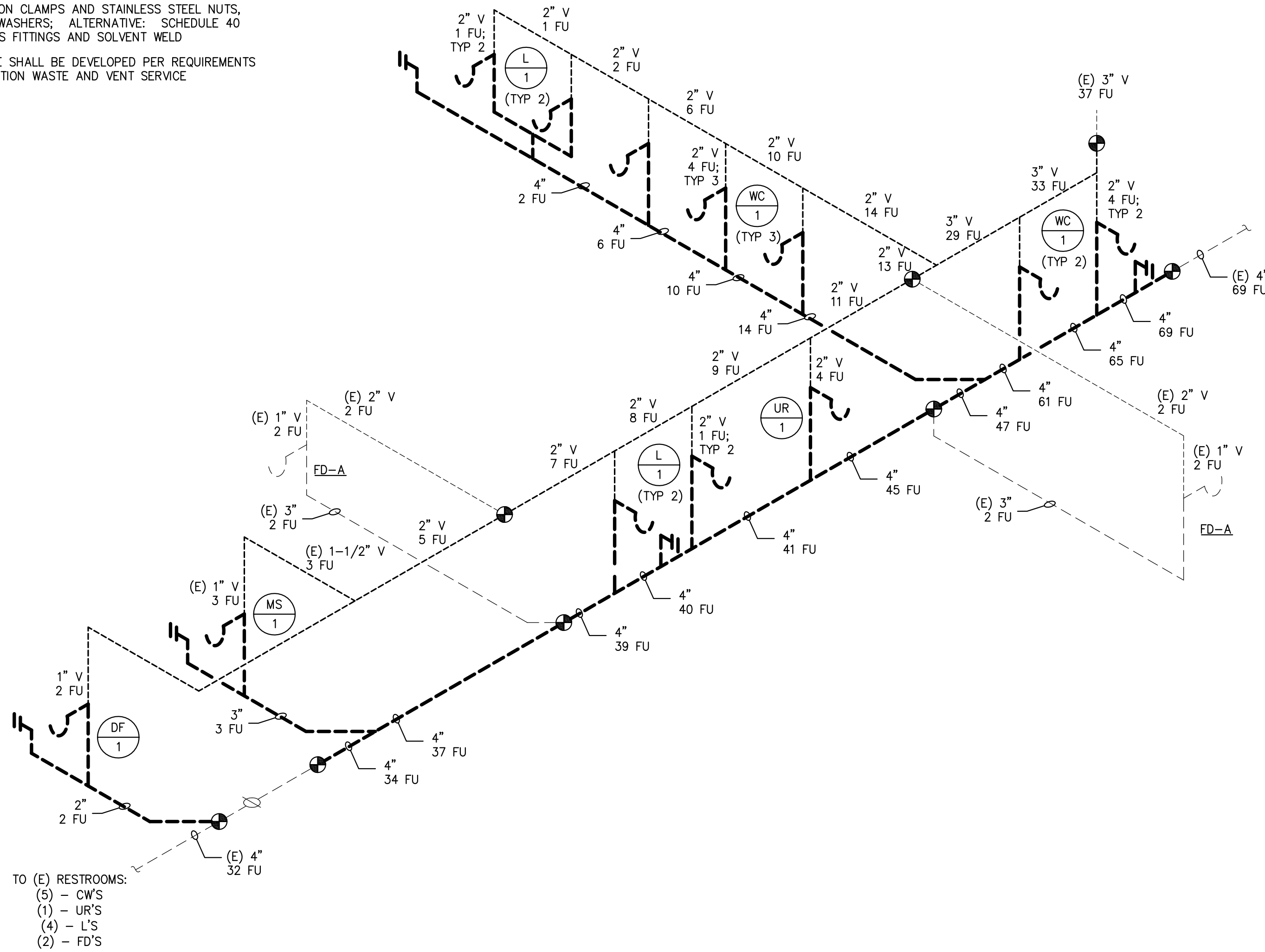


- NOTES:
- COLD WATER, DOMESTIC HOT WATER INSIDE BUILDING: COPPER TYPE "L", WITH SILVER SOLDER UNLESS OTHERWISE NOTED (95/5 TIN/ANTIMONY SOLDER AT VALVES); WROT COPPER FITTINGS WITHIN BUILDING ABOVE GROUND
 - PROVIDE DI-ELECTRIC UNIONS AT CONNECTIONS OF DIS-SIMILAR METALS IN LOCATIONS ACCESSIBLE FOR INSPECTION; PROVIDE ACCESS PANELS AS NECESSARY

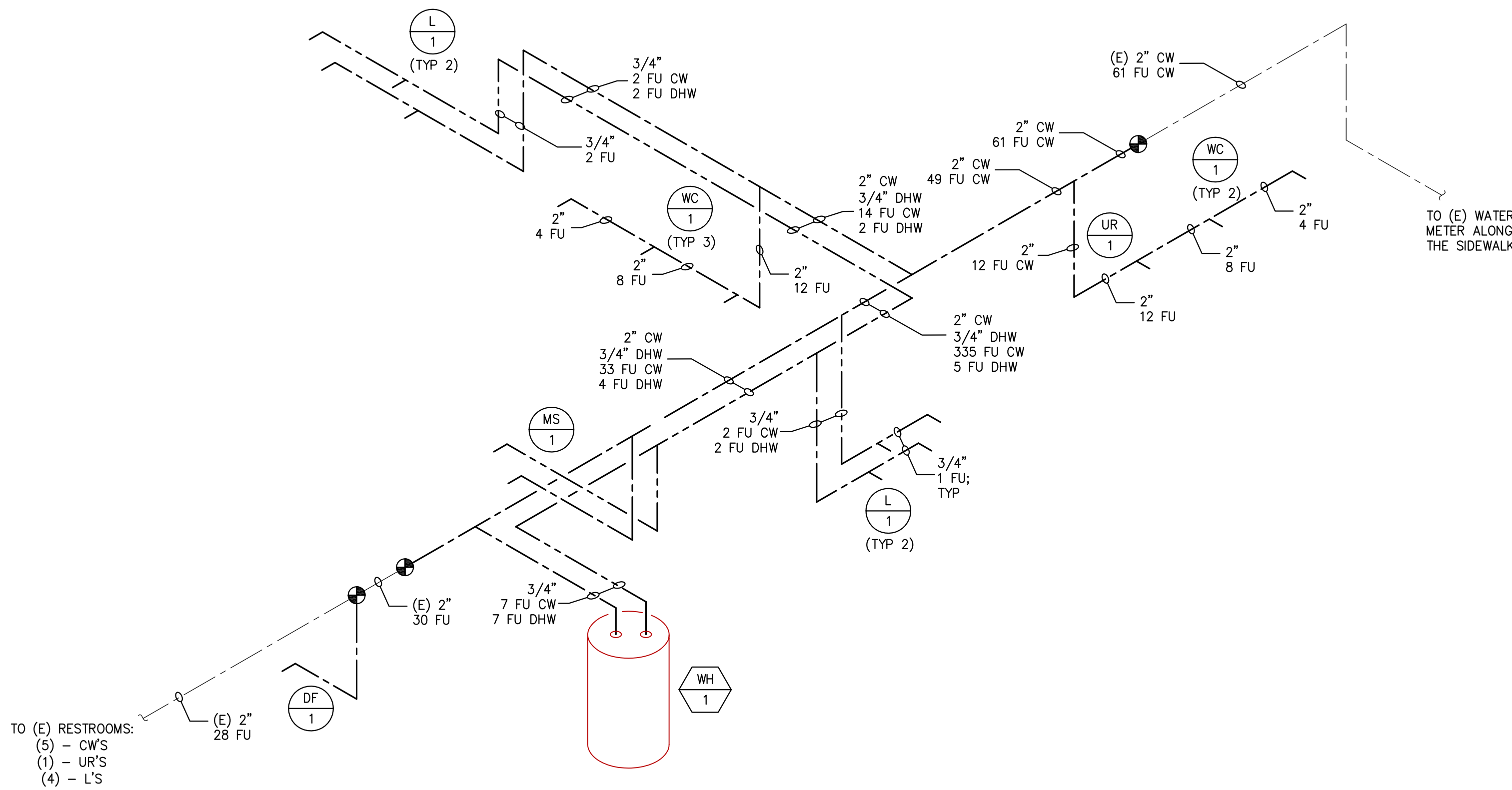


EXISTING – WASTE & VENT, HOT & COLD WATER ISOMETRICS

- NOTES:
- WASTE SERVICE SHALL BE INSTALLED WITH A MINIMUM 2% SLOPE
 - PIPING MATERIALS SHALL BE SERVICE WEIGHT HUBLESS CAST IRON PIPE AND FITTINGS WITH NEOPRENE GASKETS AND CAST IRON CLAMPS AND STAINLESS STEEL NUTS, BOLTS, AND WASHERS; ALTERNATIVE: SCHEDULE 40 ABS WITH ABS FITTINGS AND SOLVENT WELD
 - VENT SERVICE SHALL BE DEVELOPED PER REQUIREMENTS FOR COMBINATION WASTE AND VENT SERVICE



- NOTES:
- COLD WATER, DOMESTIC HOT WATER INSIDE BUILDING: COPPER TYPE "L", WITH SILVER SOLDER UNLESS OTHERWISE NOTED (95/5 TIN/ANTIMONY SOLDER AT VALVES); WROT COPPER FITTINGS WITHIN BUILDING ABOVE GROUND
 - PROVIDE DI-ELECTRIC UNIONS AT CONNECTIONS OF DIS-SIMILAR METALS IN LOCATIONS ACCESSIBLE FOR INSPECTION; PROVIDE ACCESS PANELS AS NECESSARY



PROPOSED – WASTE & VENT, HOT & COLD WATER ISOMETRICS

Architecture
Interiors
Planning

BOA

SENIOR CENTER RENOVATION
MONTEBELLO SENIOR CENTER
115 S. TAYLOR, MONTEBELLO, 90640
1511 Cota Ave. Long Beach, CA 90813 Tel. 562-912-7900

No.	Date	Revision	By	Chk

Designer: KMF	
CAD Draft: RT	
Architect: -	
Engineer: KMF	
Client: MONTEBELLO	
Date Issue: 9-15-2023	
Job Number: 3002	

Client: CITY OF MONTEBELLO	
Consultant: ENGINEERING DESIGN ANALYSIS 1000 CALIFORNIA STREET SUITE 200 MONTEBELLO, CA 90640 (562) 562-7900	



- WASTE & VENT
- HOT & COLD WATER
- ISOMETRICS, DETAIL

P-3.0



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Arlene Salazar, Acting City Manager

BY: Rita Montalvo, Acting Director

SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT NO. 4160 WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR WASHINGTON BOULEVARD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (TSSP)

DATE: November 8, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Agreement No. 4160 (Attachment A) with the Los Angeles County Department of Public Works for the Washington Boulevard Traffic Signal Synchronization Program (TSSP); and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by allocating unprogrammed funds in fund 215 (Proposition C) by increasing appropriations by \$559,800 (Account No. 215-99-7116, Proposition C, Improvements other than Building); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Metropolitan Transportation Authority (Metro) is providing a Grant in the amount of \$1,856,400 to the Los Angeles County Department of Public Works (LACDPW) that will help fund a portion of the Washington Boulevard Traffic Signal Synchronization Project (TSSP). The total cost of the project is estimated to be \$3,640,100. The City's contribution to the project is \$978,600 and will be covered by a Metro grant for the City's portion of \$286,800, the LACDPW Contribution of \$132,000, and a local match contribution from the City using Proposition C Metro Local Return Funds of \$559,800.

CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 8, 2023

Page 2 of 3

It is recommended that the City Council approve a budget amendment to the Fiscal Year 2023-24 budget allocating funds for the project in the amount of \$559,800 in unprogrammed Proposition C funds (Fund 215) to cover the City's contribution (Account No. 215-99-7116, Proposition C, Improvements Other than Building)

BACKGROUND/DISCUSSION:

On January 28, 2009, the City executed Agreement No. 2508 (Attachment B) with LACDPW for the TSSP project. At that time, the project included Paramount Boulevard from Arroyo Drive to Montebello Boulevard, Montebello Boulevard from Paramount Boulevard to 5 Freeway, Beverly Boulevard from Simmons Avenue to Rea Drive, Garfield Avenue from Pomona Boulevard to Allston Street, and Telegraph Road from Church Road to Slauson Avenue.

On April 10, 2023, the City Council approved Amendment No.1 to Agreement 2508 (Attachment B). The Amendment consisted of revising the scope of work of the TSSP project to include the following new arterials:

1. Washington Boulevard from Vail Avenue to Bluff Road
2. Whittier Boulevard from Garfield Avenue to Van Norman Road
3. Olympic Boulevard from Vail Avenue to Montebello Boulevard
4. Slauson Avenue from Telegraph Road to Chapin Road

This new Agreement No. 4160 defines the funding contributions for the Washington Boulevard portion of the project from Metro grant funds, LACDPW's contribution, and the City's contribution as described in the Fiscal Impacts section of this Agenda Report. The City's contribution pays for improvements requested by the City during the plan check process that are not eligible for grant reimbursement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council approve Agreement No. 4160 and amend the Fiscal Year 2023-24 budget by increasing appropriations by \$559,800 in unprogrammed funds in Fund 215 (Proposition C) to cover the City's contribution (Account No. 215-99-7116, Proposition C, Improvements other than Building)

ATTACHMENT(S)

1. Attachment A - Agreement No.4160
2. Attachment B - Agreement No. 2508 and Amendments

NEXT STEPS:

N/A

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY, the City of Pico Rivera, the City of Whittier, City of Commerce, City of Santa Fe Springs, and COUNTY desire to modify and synchronize the traffic signals along Washington Boulevard from Atlantic Boulevard to Whittier Boulevard, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Pico Rivera, the City of Whittier, the City of Commerce, the City of Santa Fe Springs, and COUNTY, and separate agreements between the City of Pico Rivera and COUNTY, the City of Commerce and COUNTY, and the City of Santa Fe Springs and COUNTY are being executed covering the portions of PROJECT within the jurisdictions of City of Pico Rivera, the City of Commerce, and the City of Santa Fe Springs; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Pico Rivera, the City of Whittier, the City of Commerce, the City of Santa Fe Springs, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Pico Rivera, the City of Whittier, the City of Commerce, the City of Santa Fe Springs, and COUNTY;

and WHEREAS, CITY and COUNTY previously executed an Agreement on January 28, 2009, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on December 21, 2017, entered into an amended Memorandum of Understanding No. P00F1312 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F1312 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Three Million Six Hundred Forty Thousand One Hundred Dollars (\$3,640,100); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Eight Hundred Fifty Six Thousand Four Hundred Dollars (\$1,856,400.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Two Hundred Eighty Six Thousand Eight Hundred and 00/100 Dollars (\$286,800.00) towards CITY's jurisdictional share, Eight Hundred Seventy Nine Thousand and 00/100 Dollars (\$879,000.00) towards COUNTY's jurisdictional share, One Hundred Sixty Five Thousand Six Hundred and 00/100 Dollars (\$165,600.00) towards the Commerce's jurisdictional share, Two Hundred Eighty Two Thousand Four Hundred and 00/100 Dollars (\$282,400.00) towards City of Pico Rivera's jurisdictional share, Two Hundred Thirty Seven Thousand Four Hundred and 00/100 Dollars (\$237,400.00) towards City of Santa Fe Springs's jurisdictional share, and Five Thousand Two Hundred and 00/100 Dollars (\$5,200.00) towards the City of Whittier's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Nine Hundred Seventy Eight Thousand Six Hundred and 00/100 Dollars (\$978,600.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Two Hundred Eighty Six Thousand Eight Hundred and 00/100 Dollars (\$286,800.00) and contributing other CITY funds in the amount of Five Hundred Fifty Nine Thousand Eight Hundred and 00/100 Dollars (\$559,800.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute One Hundred Thirty-Two Thousand and 00/100 Dollars (\$132,000.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds in the amount of Five Hundred Fifty Nine Thousand Eight Hundred and 00/100 Dollars (\$559,800.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be Nine Hundred Seventy Eight Thousand Six Hundred and 00/100 Dollars (\$978,600.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Five Hundred Fifty Nine Thousand Eight Hundred and 00/100 Dollars (\$559,800.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way

on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.

- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
 - f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
 - g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Beverly Boulevard.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
 - b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
 - c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be One Hundred Thirty-Two Thousand and 00/100 Dollars (\$132,000.00).

- d. To submit an invoice to CITY in the amount of Five Hundred Fifty-Nine Thousand Eight Hundred and 00/100 Dollars (\$559,800.00) upon adoption of this AGREEMENT by COUNTY.
 - e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
 - f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F1312 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
 - h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F1312 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within

ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.

- c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other

representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mrs. Rita Montalvo
Acting Director of Public Works
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer

promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32070 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF MONTEBELLO

By _____
Acting City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 13, 2008

36

MAY 13 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM CITY-COUNTY COOPERATIVE AGREEMENTS (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

SUBJECT

This action is to approve and authorize the Acting Director of Public Works or his designee to execute Cooperative Agreements between the County of Los Angeles and the Cities of Azusa, Montebello, Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to participate in the County's Traffic Signal Synchronization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Acting Director of Public Works or his designee to execute Cooperative Agreements between the County of Los Angeles and the Cities of Azusa, [REDACTED] Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to participate in the County's Traffic Signal Synchronization Program. Each agreement describes the roles and responsibilities of each City and the County in carrying out traffic signal synchronization projects on the stated arterials.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the roles and responsibilities associated with the operation of traffic signals upon completion of the Department of Public Works' traffic signal synchronization construction projects. The stated arterials in the agreements cover a combination of completed projects, projects underway, and projects nearly ready to begin.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) as the clarification of roles and responsibilities for traffic signal synchronization projects will improve efficiency, quality, and responsiveness of County transportation services to all residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreements, which have been approved as to form by County Counsel, provide for the County of Los Angeles and the Cities of Azusa, Montebello, Rosemead, Santa Fe Springs, South Gate, Lynwood, Bellflower, Norwalk, Torrance, and West Covina to adhere to stated responsibilities involved in Traffic Signal Synchronization Program (TSSP) projects.

Since 1988, the Department of Public Works has administered TSSP projects, which have provided a means to coordinate synchronization between arterials of regional significance. TSSP projects improve traffic signal operation by upgrading each traffic signal to Federal and State standards. With each project, we typically install additional vehicle detection to enable each intersection to operate as a fully traffic actuated signalized intersection. In addition, appropriate components are also installed to enable each signal to utilize time-based coordination resulting in the synchronization of a series of signals along an arterial route. These improvements have provided congestion relief and substantially increased mobility through reduced travel times.

The intent of these agreements is to document the roles and responsibilities of each City and the County when entering into TSSP projects and to confirm the associated liabilities of each agency. Nothing in these agreements will alter the current roles and responsibilities of the County and the Cities in operating and maintaining the traffic signals and signal systems within their respective jurisdiction. The effective date of each agreement, with respect to each stated arterial, is upon the installation of traffic signal timing for individual intersections.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Traffic and Lighting Division. After final approval by our Acting Director of Public Works or his designee we will provide you with fully executed original copies for your files.

Respectfully submitted,


for WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
WJW:pc

Attachments (10)

c: County Counsel (Warren Wellen)

COUNTY ORIGINAL

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, Paramount Boulevard from Arroyo Drive to Montebello Boulevard, Montebello Boulevard from Paramount Boulevard to 5 Freeway, Beverly Boulevard from Simmons Avenue to Rea Drive, Garfield Avenue from Pomona Boulevard to Allston Street, and Telegraph Road from Church Road to Slauson Avenue, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS;

WHEREAS, CITY and COUNTY have previously cooperated, in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.
- b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
- c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multi jurisdictional cooperation and improve arterial traffic conditions and to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.
- d. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed

through individual TSSP Projects within CITY's JURISDICTION, including the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.

- e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY's preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY's jurisdiction.
- b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Tom Melendrez
City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3970

COUNTY: Mr. William J. Winter
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on January 28, 2008, and by the COUNTY OF LOS ANGELES on June 24, 2008.

ATTEST:

COUNTY OF LOS ANGELES

By Will H. Hyle
for Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Carole Suzuki
Deputy

CITY OF MONTEBELLO

By [Signature]
CITY ADMINISTRATOR; Richard Torres



ATTEST:

By Robert J. King
City Clerk, Robert J. King

By Arnold Alvarz-Glasman
City Attorney, Arnold Alvarz-Glasman

AMENDMENT NO. 1 TO AGREEMENT NO. 2508

This AMENDMENT made and entered into by and between the CITY OF MONTEBELLO, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY previously executed an agreement on January 28, 2009, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY desire to amend the agreement to provide for an expansion of the existing TSSP;

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, the agreement is hereby amended as follows:

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The terms and provision of the previously executed agreement regarding the CITY's and COUNTY's roles and responsibilities in operating the TSSP shall remain in full force and effect other than the provisions set forth herein below.
- b. ARTERIALS is hereby redefined to include Washington Boulevard from Vail Avenue to Bluff Road, Whittier Boulevard from Garfield Avenue to Van Norman Road, Olympic Boulevard from Vail Avenue to Montebello Boulevard, and Slauson Avenue from Telegraph Road to Chapin Road.
- c. Any correspondence, communication, or contact concerning this AMENDMENT shall be directed to the following:

CITY: Mr. James Enriquez
 Director of Public Works
 City of Montebello
 1600 W Beverly Blvd
 Montebello, CA 90640

COUNTY: Ms. Elaine Kunitake
 Assistant Deputy Director
 Los Angeles County Public Works
 Traffic Safety and Mobility Division
 P.O. Box 1460
 Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEBELLO on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF MONTEBELLO

By _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney



ITEM # 26

APPROVAL OF MINUTES: OCTOBER 11, 2023, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 11, 2023 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Torres called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Torres, Mayor Pro Tem Peralta, Councilmember Jimenez, Councilmember Melendez, and Councilmember Tamayo. City Clerk Jimenez and Treasurer Matanga were also present.

City Attorney Noel Tapia, Acting City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Management Analyst Samantha Nevarez and all Department Directors were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Tapia announced the items for Closed Session.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Torres recessed the meeting into Closed Session at 6:06 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Navarro vs. City of Montebello, et al.

Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ10708805, ADJ6773842

2. PUBLIC EMPLOYEE APPOINTMENT

Government Code Section 54957

Position: City Manager

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Torres reconvened the meeting at 7:17 p.m.

All five members were present to discuss all Closed Session items. City Attorney Tapia provided the following report to City Council: Item No. 1, City staff provided a presentation, Council provided direction and no action was taken; Item No. 2, City staff provided an update, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Police Chief Espinosa.

CORRECTIONS TO THE AGENDA - ACTING CITY MANAGER

Acting City Manager Salazar announced two corrections to the agenda. Item No. 9 is being moved to the October 25, 2023, City Council Meeting. Attachment A of Item No.15 was updated and provided to all members of the City Council and uploaded to the City website.

CEREMONIAL ITEMS/PRESENTATIONS**3. CITIZEN OF THE MONTH - DONALD TRAVIS**

Presented by Mayor Torres.

4. BREAST CANCER AWARENESS MONTH

Presented by Mayor Torres.

5. BULLYING PREVENTION MONTH

Presented by Mayor Torres.

6. DOMESTIC VIOLENCE AWARENESS MONTH

Presented by Mayor Torres.

7. DOWN SYNDROME AWARENESS MONTH

Presented by Mayor Torres.

8. POLICE EFFORTS - CRIME UPDATES PER DISTRICT

Chief of Police Paul Espinosa provided a presentation of the item. The presentation included the background, methodology, technical challenges, violent crimes reported per district, property crimes, crime-fighting strategies, and community policing efforts.

Mayor Pro Tem Peralta asked how a resident could request a neighborhood watch. She also inquired about recruitment

for the Police Academy.

Chief Espinosa informed the Council that the public could reach out to one of the Lieutenants or him.

Councilmember Jimenez was thankful for the presentation and increased police patrol.

Police Chief Espinosa stated that he was working on having a sub station on the south side of Montebello.

Councilmember Melendez inquired about the impact of the zero bail policy that was recently passed in Los Angeles County.

Mayor Torres noted that there was a significant decrease in violent crimes and asked Chief Espinosa to address the change. Chief Espinosa provided anecdotal reasons.

Mayor Torres directed staff to look into graffiti tracking technology. He also inquired about specialized units and the increase in thefts, burglary and property crimes.

Chief Espinosa stated that he would like to create specialized units by the end of the fiscal year.

Mayor Torres suggested advertising the community meetings on the Montebello App. He further requested that presentations be provided to the community with the weekly news letter or a similar outlet and a timestamp on the Council Meeting videos.

9. OATH OF OFFICE FOR MIA FLORES, YOUTH COMMISSIONER

Item was moved to the upcoming Council Meeting on October 25, 2023.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Acting City Manager Salazar congratulated the community for participating at the Heritage Festival over the weekend.

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.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta, that Item No's. 10 - 22, be approved; the motion passed unanimously.

10. SECOND READING OF ORDINANCE NOS. 2466, 2467, AND 2468 APPROVING A TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED

DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT OF EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.

RECOMMENDATION: It is recommended that the City Council:

1. HOLD SECOND READING to approve a Text Code Amendment (Case No. PC-2023-0006-TCA) as well as the related Amended and Restated Development Agreements (DA Nos. 01- 23 and 02-23) between the City of Montebello and Clear Channel Outdoor, LLC. to amend Chapter 17.62 - Signs of the MMC and allow the relocation and replacement of existing lawfully permitted dual-faced static off-premises outdoor advertising signs for the properties located at 1633 Washington Boulevard and 1720 Bluff Road within the City of Montebello; and
2. WAIVE SECOND READING AND ADOPT Ordinance No. 2466 approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs (Attachment A, Exhibit A); and
3. WAIVE SECOND READING AND ADOPT Ordinance No. 2467 approving the Amended and Restated Development Agreement (DA No. 01-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and
4. WAIVE SECOND READING AND ADOPT Ordinance No. 2468 approving the Amended and Restated Development Agreement (DA No. 02-23) between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and
5. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment; and
6. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

11. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT NO. 4150 WITH DR. ANGELICA LOZA-GOMEZ, MD, FOR EMERGENCY MEDICAL SERVICES PROGRAM MEDICAL DIRECTOR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4150 with Dr. Angelica Loza-Gomez, MD for Emergency Medical Services (EMS) Program Medical Director Services; and
2. Authorize the Acting City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

12. AMEND THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE GRANT FUNDS FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS)/FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) "STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE" (SAFER) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of \$5,650,875 in Federal funding awarded to the City by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA)/ Grant Programs Directorate (GPD) Fiscal Year 2022 "Staffing for Adequate Fire and Emergency Response" (SAFER) program; and

2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$1,883,625 in Account Nos. 269-85-860-5000.10 (SAFER-Fire, Fire, Suppression, Regular Salaries) and 269-99-4198.22 (SAFER-Fire, SAFER Grant Revenue); and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3698 WITH PCAM, LLC DBA "PARKING COMPANY OF AMERICA" TO PROVIDE METROLINK RAIL FEEDER SHUTTLE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3698 with PCAM, LLC dba "Parking Company of America" (PCA), for the provision of Metrolink Rail Feeder Shuttle Services for an additional one-year (1-year) term with additional compensation of an amount not-to-exceed Five Hundred Five Thousand, Three Hundred Fifty-Nine Dollars (\$505,359); and
2. Authorize the Acting City Manager and/or her designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

14. APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR PRINTING, GRAPHIC DESIGN, AND MAILING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4142 with Acro Printing (Acro) in an amount that shall not exceed \$295,000; and
2. Approve Agreement No. 4143 with Arte Printing (Arte) in an amount that shall not exceed \$143,750; and
3. Approve Agreement No. 4144 with Geographics (Geographics) in an amount that shall not exceed \$295,000; and
4. Approve Agreement No. 4145 with The Sauce Creative Services (Sauce) in an amount that shall not exceed \$295,000; and
5. Approve Agreement No. 4146 with We The Creative (We The Creative) in an amount that shall not exceed \$281,250; and
6. Authorize the Acting City Manager to execute the agreements on behalf of the City of Montebello; and
7. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

15. AMEND THE FISCAL YEAR 2023-24 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2023-24 budget by increasing appropriations in the various accounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

16. APPROVE SOFTWARE AGREEMENT WITH DARKTRACE FOR CYBERSECURITY SOFTWARE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve a software agreement with Darktrace Limited (Darktrace) in an amount that shall not exceed \$192,800 over a four (4) year term to provide cybersecurity services; and

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

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4148 WITH JONES AND MAYER LAW FOR POLICE DEPARTMENT LEGAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4148 with Jones Mayer Law in an amount that shall not exceed \$75,000; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

18. CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT (CP NO. 877) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) as completed by United Storm Water, Inc.; and
2. Accept the final contract amount with United Storm Water, Inc. in the amount of \$69,375 in accordance with the approved City Council budgeted amount; and
3. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment A) with the Los Angeles County Registrar-Recorder; and
4. Take such additional, related, action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

19. AUTHORIZE INCREASING THE NOT-TO-EXCEED AMOUNT FOR ADDITIONAL PLAN CHECK SERVICES FOR THE REALIGNMENT OF LINCOLN AVENUE UNDER MASTER RETAINER AGREEMENT NO. 3999, TASK ORDER NO. 1 WITH MARK THOMAS, INC.

RECOMMENDATION: It is recommended that the City Council:

1. Authorize increasing the not-to-exceed amount for additional Plan Check Services for the realignment of Lincoln Avenue Under Master Retainer Agreement No. 3999, Task Order No. 1 with Mark Thomas, Inc.; and
2. Authorize the Acting City Manager to execute the Task Order amendment; and
3. Take such additional, related, action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

20. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4141 WITH OCEAN BLUE ENVIRONMENTAL SERVICES INC. FOR HAZARDOUS WASTE MANAGEMENT AND EMERGENCY RESPONSE SERVICES.

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4141 (Attachment A) to Ocean Blue Environmental Services, Inc. in an amount not-to-exceed \$300,000 for an initial three (3) year term; and
2. Authorize the Acting City Manager to execute the Professional Services Agreement; and
3. Take such additional, related, action that may be desirable.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

21. APPROVAL OF MINUTES: JULY 20, 2023, SPECIAL CITY COUNCIL MEETING; JULY 26, 2023, CITY COUNCIL MEETING; AUGUST 9, 2023, CITY COUNCIL MEETING; AUGUST 23, 2023, CITY COUNCIL MEETING; SEPTEMBER 13, 2023, CITY COUNCIL MEETING; SEPTEMBER 27, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Approve said minutes as is.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

22. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-74 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 11, 2023**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 23-74 approving the Warrant Register dated October 11, 2023.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to approve the item; motion passed unanimously.

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

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Councilmember**
- **Angie M. Jimenez, Councilmember**
- **David N. Torres, Mayor**
- **Scarlet Peralta, Mayor Pro Tem**
 1. Seeking Council Consensus for Arbor Day 2024 proclamation and planned activities
 2. Requesting status update: Tree People partnership with the City of Montebello
 3. Requesting Council Consensus to initiate a CERT (Community Emergency Response Team) Program in our city
 4. Third Annual Spooktacular Haunted Home Decorating Contest
 5. Third Annual Howl-O-Ween Pet Costume Contest: submit your pet costume photos to us@scarletperalta.com

Mayor Pro Tem Peralta requested Council consensus for a proclamation for Arbor Day and scheduled activities around the celebration. Consensus was received.

She also requested an update on the City's intention to establish a partnership with the Tree People. Public Works Director Rita Montalvo informed the City Council that she would draft a letter to request the partnership.

Mayor Pro Tem Peralta requested Council consensus to initiate a Community Emergency Response Team. She further stated that the training requires 20 hours of training that can help the members of the public respond to emergencies.

Acting City Manager Salazar stated that the Fire Department is currently training and should conclude their training before the end of the year. Once completed, they will offer training to the members of the public sometime in January or February 2024.

Lastly, she announced her annual Halloween contests to the members of the public and encouraged them to participate.

Recreation and Community Services Director David Sosnowski announced the upcoming Citywide events which included, Trunk-or-Treat and the Halloween Fest.

- **Salvador Melendez, Councilmember**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 25, 2023, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 8, 2023, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Torres requested to take a moment of silence for victims of breast cancer. Mayor Pro Tem Peralta adjourned in memory of her grandmother Doña. Mayor Torres adjourned in memory of his aunt Lori Gutierrez, cousin Julie Galarze, and long-time community member Veronica Diaz.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Peralta to adjourn the meeting at 9:25 p.m.

THE MINUTES OF OCTOBER 11, 2023, ARE HEREBY APPROVED AND ADOPTED ON THIS 8TH DAY OF NOVEMBER 2023.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **City of Montebello Forecasted Agenda**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 21



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

10-11-2023

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Rosa Tamayo

PHONE: _____

ADDRESS:

500 S. Montebello Blvd #4C MTB CA 90640
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

92



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

General

MEETING DATE:

10/11/2023

TIME RECEIVED:

6:00pm

SPEAKER'S FULL NAME:

MARGOT EISER

PHONE:

(Optional)

ADDRESS:

Reside D-47 2

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 10/11/23 **TIME RECEIVED:** 6:06

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Chet Holifield Library
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicklas **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Closed Session

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rita Mullas **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH# 90640 (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Closed Session

October 11, 2023

Good evening

Before you go into closed session to choose a City Manager, I would like to bring some information to light.

It is my understanding Ben Kim who was previously fired from the City of Montebello is under consideration. Please review his past employment record. He was hired as Assistant City Manager in the City of Rosemead, left them to go to the City of Moreno Valley, was let go. He then returned to the City of Rosemead as City Manager, but if you look at their agenda he is currently under professional evaluation and City Council will be firing him soon. He also has ties to City Attorney Glasman and Avant Gard which is not what the city needs for transparency.

Also, he has no educational degrees or experience to qualify him to run our city as Manager.

The man from Huntington Park Raul Alvarez is currently assistant City Manager, was given that position by Rendon after gifting him position in Lynwood. Again, has no education degrees or experience to run our city. He has ties to the campaign manager that ran your 3 campaigns. Again, not what the city needs for transparency.

You have a very qualified Interim City Manager Arlene Salazar, she has proven she's a capable City Manager, knows departments, staff, and city. She has worked well with this City Council, please consider her as the next City Manager.

October 11, 2023

Good evening.

This evening I'd like to address the woman that comes up here quoting the bible in one breathe, then continues to spew hatred in another all in her "personal capacity". Ironical she's a MSUD Personnel Commissioner due to the letters of recommendation she asked former Mayor Cobos-Cawthorne and myself to write on her behalf.

Her husband also asked former Mayor Cobos-Cawthorne for a letter of recommendation for the position of Chief of Security for the Norwalk- La Miranda School District, which he was given. Which per my understanding he no longer hold that position.

Guess when she needed us back then she didn't hate us, but now she has no need for a letter.

Maybe I should send State Superintendent Tony Thurmond the video of the meeting where she criticized the City of Montebello for having Personnel Commissioners in favor of Civil Service Commissioners, yet the oxymoron is she is a personnel Commissioner dah.

I have copies here with me if anyone would like to read them.

Ironical you Torres allow certain people to use this council meeting to attack community members that speak out, which is out First Amendment rights for illegal acts you 3 stooges vote on.

State Superintendent Tony Thurmond
Department of Education
1430 N Street, Suite 5602
Sacramento, Ca 95814-5901
Superintendent@cde.ca.gov

October 20, 2020

Dear State Superintendent Thurmond,

I am honored to write this letter on behalf of Yvette Fimbres, Montebello Unified School District (MUSD) Personnel Commissioner, whom I have known for over 6 years. I would like to recommend that you re-appoint Personnel Commissioner Fimbres, she has incredible integrity, is supremely knowledgeable in the Merit System and always conducts herself professionally. She always ensures the fair and equitable treatment of all employees, as well as the protection of employees from arbitrary action, political coercion, ensures promotions are based on merit and without favoritism or prejudice.

For the years she has been on the Personnel Commission, she ensured the MUSD provided equal pay and retained those employees whose performance in the district was the best, and dismissed those whose performance was less than adequate. Yvette is forthright, fair, and discreet, furthermore I believe she will continue to devote herself to the MUSD Personnel Commission with the highest degree of diligence. I've worked first-hand with her, when she would conduct Neighborhood Watch meetings throughout the city of Montebello (pre-COVID), she continues to ensure the community receives crime alerts, resources on how to stay safe and how to cope with COVID with programs available.

I am certain that Yvette will continue to be an asset to the MUSD Personnel Commission under your leadership. I am happy to discuss her professional attributes further, as discussed in my character reference letter, please feel free to call me at your convenience (323)359-9394.

Respectfully Submitted,


Kimberly Cobos-Cawthorne
Mayor Pro Tem City of Montebello

October 19, 2020

Tony Thurmond
State Superintendent of Public Instruction
California Department of Education
1430 N Street, Suite 5602
Sacramento, Ca. 95814-5901

Linda Nicklas
Co-Founder MATCH90640
642 N Vail Ave.
Montebello, Ca.90640

Dear Honorable Tony Thurmond;

I have had the distinct pleasure of knowing Mrs. Yvette Fimbres for many years. We have served together as volunteers for both city events and community concerns. She saw a huge need in our community to renew our Neighborhood Watch program, due to the severely short handed staff of Montebello Police Officers in our City. She organized meetings and held forums to educate our neighbors on how to stay safe and be the eyes and ears to aid the Police Department. At many meetings Police Officers would come by to add their voices and to thank Mrs. Fimbres for caring.

She has the knowledge and integrity to preserve the Merit System and you may have full confidence she will insure the hiring process for Classified employees would be free from political influence and all applicants will receive fair and equitable treatment. The merit system a rules and procedures are similar to civil service, is my understanding.

Mrs. Yvette Fimbres', high moral standards and integrity would be an asset to the Montebello Unified School District Personnel Commission. For this and many reasons I would ask for your support for Mrs. Yvette Fimbres to continue as a Personnel Commissioner for Montebello Unified School District.

Thank you for the opportunity to submit this letter of support on her behalf.

Sincerely,

Linda Nicklas
Co-Founder MATCH90640
Montebello Activists To Clean House 90640
323-359-2100



FROM THE OFFICE OF THE MAYOR

Kimberly Ann Cobos-Cawthorne

July 27, 2021

Michael R. Gotto, Ed.D.
Assistant Superintendent, Human Resources
Norwalk-La Mirada Unified School District

To Mr. Gotto,

It with great enthusiasm that I write this letter of recommendation for Henry Fimbres, who is applying for the position of Chief of Security for the Norwalk-La Mirada Unified School District.

Mr. Fimbres is an adult education teacher for the Montebello Unified School District and teaches law enforcement and security subjects to adults in the community. He has over twenty years of experience in law enforcement serving as a Park Ranger for the City of Montebello, School Police Officer, Assistant Chief and Chief of Public Safety for the State of California.

He has used his education, training and law enforcement experiences to present to various audiences on the subjects of public safety, emergency preparedness, and CPR/First Aid at City co-sponsored neighborhood watch meetings.

Mr. Fimbres has a passion for serving the community and serves as the 1st Vice-president of the National Latino Peace Officers Association, East Los Angeles Chapter; various city service organizations and serves the State as a member of the California State Guard.

I served with Mr. Fimbres on the City of Montebello Culture and Recreation Commission, where I quickly learned to appreciate his knowledge of community affairs, local government relations and his servant leadership style. I was elected as a City of Montebello Councilmember and Mayor and appointed Mr. Fimbres to serve as my Commissioner on the newly created City of Montebello Parks and Recreation Commission. During that time, I was able to get to know Henry quite well and can thoroughly vouch for his character and abilities.

It's not just his technical skills that impress me, his experience in labor and management make him an asset when difficult situations would arise within the Parks commission. He has an ability to relate to both perspectives and a solid understanding of Department and City policy. He has a very good understanding of municipal workings, making it easy for us to have conversations regarding issues the City was facing.

I am positive that Mr. Fimbres possesses the education and leadership qualities that you are seeking for your school district. It is without reservation that I recommend him for the position of Chief of Security. I know he will be an excellent fit for your organization. Please do not hesitate to contact me should you need further information regarding Mr. Fimbres' qualifications, (323)359-9394 or Kimberly.ann.cobos@gmail.com .

Sincerely,

Kimberly Ann Cobos-Cawthorne
Kimberly Ann Cobos-Cawthorne
Mayor, City of Montebello



ITEM # 27

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-79 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED NOVEMBER 8, 2023**

RESOLUTION 23-79
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.1562, consisting of 8 pages, and including:

Warrant No.

General: Check No. 601400 through 601550
ACH No. 5088 through 5170

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 08th day of November 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 23-79

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. 23-79 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 08th day of November 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. 1562
From Payment Date 10/13/23 - To Payment Date 10/26/23

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5088	10/19/2023	\$12,048.15	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5089	10/19/2023	\$1,221.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5090	10/19/2023	\$7,252.35	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5091	10/19/2023	\$15,250.37	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5092	10/19/2023	\$3,169.48	CONTRACT SERVICES	3588	ANTHONYS PORTABLE RESTROOMS INC
5093	10/19/2023	\$608.59	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5094	10/19/2023	\$6,574.26	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
5095	10/19/2023	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
5096	10/19/2023	\$8,663.57	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5097	10/19/2023	\$40.00	CARPOOL INCENTIVE	3196	MICAH HERD
5098	10/19/2023	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
5099	10/19/2023	\$31,164.29	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5100	10/19/2023	\$41.25	TRAINING	2704	JACQUELINE LEON
5101	10/19/2023	\$18,709.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
5102	10/19/2023	\$2,211.22	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
5103	10/19/2023	\$886.50	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5104	10/19/2023	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
5105	10/19/2023	\$30.00	CARPOOL INCENTIVE	3164	ANNA-MARIE QUON
5106	10/19/2023	\$522.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
5107	10/19/2023	\$30.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
5108	10/19/2023	\$1,549.15	SUPPLIES	1120	BLUETRITON BRANDS INC
5109	10/19/2023	\$720.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5110	10/19/2023	\$440.00	EDUCATION REIMBURSEMENT	2647	JOSHUA REYNA
5111	10/19/2023	\$450.00	EDUCATION REIMBURSEMENT	3194	ANTHONY B RODRIGUEZ
5112	10/19/2023	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
5113	10/19/2023	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
5114	10/19/2023	\$528.00	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5115	10/19/2023	\$2,409.94	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5116	10/19/2023	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES



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5117	10/19/2023	\$63,069.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
5118	10/19/2023	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
5119	10/19/2023	\$2,593.94	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5120	08/31/2023	\$4,786.28	SUPPLIES	3163	BANK OF AMERICA
5121	09/30/2023	\$101.42	SUPPLIES	3163	BANK OF AMERICA
5122	09/30/2023	\$71.98	SUPPLIES	3163	BANK OF AMERICA
5123	09/30/2023	\$1,576.79	SUPPLIES	3163	BANK OF AMERICA
5124	09/30/2023	\$488.55	SUPPLIES	3163	BANK OF AMERICA
5125	07/31/2023	\$4,321.10	SUPPLIES	3163	BANK OF AMERICA
5126	09/30/2023	\$134.81	FUEL	3163	BANK OF AMERICA
5127	05/05/2023	\$11,077.47	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5128	05/15/2023	\$500.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5129	05/25/2023	\$4,442.83	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5130	10/23/2023	\$904.23	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5131	05/18/2023	\$200.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5132	10/26/2023	\$3,555.84	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
5133	10/26/2023	\$1,210.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5134	10/26/2023	\$87,667.25	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5135	10/26/2023	\$625.99	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5136	10/26/2023	\$597,743.80	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
5137	10/26/2023	\$264.89	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
5138	10/26/2023	\$173.08	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5139	10/26/2023	\$4,162.29	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5140	10/26/2023	\$1,983.40	FUEL	962	MO DION & SONS INC
5141	10/26/2023	\$29,173.36	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
5142	10/26/2023	\$2,121.80	CONTRACT SERVICES	3169	FOOTHOLD TECHNOLOGY INC
5143	10/26/2023	\$4,368.79	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
5144	10/26/2023	\$4,843.72	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
5145	10/26/2023	\$9,583.10	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
5146	10/26/2023	\$40.00	CARPPOOL INCENTIVE	73180	MONICA HUERTA
5147	10/26/2023	\$976.04	SUPPLIES	26670	LIFE-ASSIST INC



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5148	10/26/2023	\$1,442.54	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
5149	10/26/2023	\$4,866.25	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
5150	10/26/2023	\$8,481.29	ADVERTISING/PRINTING SERVICES	4162	MCGREGOR SHOTT, INC.
5151	10/26/2023	\$435.58	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
5152	10/26/2023	\$204.52	TRAINING	3778	LAWRENCE MOON
5153	10/26/2023	\$527.56	CONTRACT SERVICES	2974	MULTI W SYSTEMS INC
5154	10/26/2023	\$947.01	CONTRACT SERVICES	19250	N/S CORPORATION
5155	10/26/2023	\$54,078.14	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5156	10/26/2023	\$12,029.27	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
5157	10/26/2023	\$10,403.49	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5158	10/26/2023	\$133.76	SUPPLIES	1120	BLUETRITON BRANDS INC
5159	10/26/2023	\$1,175.22	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5160	10/26/2023	\$30,127.67	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
5161	10/26/2023	\$436.90	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5162	10/26/2023	\$2,586.29	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5163	10/26/2023	\$787.18	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
5164	07/31/2023	\$137.56	FUEL	3163	BANK OF AMERICA
5165	08/31/2023	\$74.66	FUEL	3163	BANK OF AMERICA
5166	09/30/2023	\$60.71	FUEL	3163	BANK OF AMERICA
5167	09/30/2023	\$73.63	FUEL	3163	BANK OF AMERICA
5168	09/30/2023	\$76.94	SUPPLIES	3163	BANK OF AMERICA
5169	09/30/2023	\$100.00	SUPPLIES	3163	BANK OF AMERICA
5170	09/30/2023	\$116.34	SUPPLIES	3163	BANK OF AMERICA
ACH TOTAL		\$1,093,813.63			
601400	10/19/2023	\$30,013.13	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
601401	10/19/2023	\$292.28	UTILITY SERVICES	39550	AT&T
601402	10/19/2023	\$5,505.50	UTILITY SERVICES	39550	AT&T
601403	10/19/2023	\$39.30	UTILITY SERVICES	39550	AT&T
601404	10/19/2023	\$2,540.31	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
601405	10/19/2023	\$1,108.17	CONTRACT SERVICES	3499	AVIDEX INDUSTRIES LLC



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601406	10/19/2023	\$670.00	CONTRACT SERVICES	4285	BARR & CLARK INC
601407	10/19/2023	\$32,791.24	CONTRACT SERVICES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC
601408	10/19/2023	\$68.00	PARKS AND RECREATION	4286	SANDRA CABRERA-GONZALEZ
601409	10/19/2023	\$56.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601410	10/19/2023	\$1,031.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601411	10/19/2023	\$1,031.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601412	10/19/2023	\$1,031.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601413	10/19/2023	\$120.00	PARKS AND RECREATION	4284	JONATHAN CERVANTES
601414	10/19/2023	\$124.98	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
601415	10/19/2023	\$5,043.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
601416	10/19/2023	\$3,266.08	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
601417	10/19/2023	\$900.00	CONTRACT SERVICES	3934	EVERYTABLE PBC
601418	10/19/2023	\$756.97	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
601419	10/19/2023	\$1,500.00	EDUCATION REIMBURSEMENT	4067	JOSE GARDEA
601420	10/19/2023	\$380.00	CONTRACT SERVICES	4016	GEIGER & ASSOCIATES, MARRIAGE & FAMILY THERAPY, INC
601421	10/19/2023	\$5,669.66	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
601422	10/19/2023	\$22,564.37	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
601423	10/19/2023	\$435.81	CONTRACT SERVICES	48620	THE ROBBINS COMPANY
601424	10/19/2023	\$471.81	CONTRACTORS	4287	CARLOS LINGWORTH
601425	10/19/2023	\$506.20	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
601426	10/19/2023	\$458.81	CONTRACTORS	3688	IPERMIT
601427	10/19/2023	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
601428	10/19/2023	\$600.00	CONTRACT SERVICES	3383	KELLER TRANSLATION DEVELOPMENT SERVICE LLC
601429	10/19/2023	\$1,253.43	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
601430	10/19/2023	\$346.73	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFFS DEPARTMENT
601431	10/19/2023	\$32,373.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
601432	10/19/2023	\$1,074.76	CONTRACT SERVICES	6140	LA GENERAL MEDICAL CENTER
601433	10/19/2023	\$5,347.63	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
601434	10/19/2023	\$11,881.45	SUPPLIES	43370	MIRACLE RECREATION
601435	10/19/2023	\$1,106.20	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601436	10/19/2023	\$1,395.00	TRAINING	3656	EDGAR MURANA



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601437	10/19/2023	\$800.00	CONTRACT SERVICES	3206	NANCY K BOHL INC
601438	10/19/2023	\$9,242.59	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
601439	10/19/2023	\$12,879.00	CONTRACT SERVICES	25080	GOVERNMENTJOBS COM INC
601440	10/19/2023	\$173.85	SUPPLIES	15620	OFFICE DEPOT INC
601441	10/19/2023	\$250.00	GENERAL GOVERNMENT	4283	MARIA C ORTIZ
601442	10/19/2023	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ
601443	10/19/2023	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
601444	10/19/2023	\$795.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
601445	10/19/2023	\$795.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
601446	10/19/2023	\$6,614.10	CONTRACT SERVICES	3279	PROCURE AMERICA INC
601447	10/19/2023	\$193.23	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
601448	10/19/2023	\$250.00	GENERAL GOVERNMENT	4282	MARIA RAMIREZ
601449	10/19/2023	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
601450	10/19/2023	\$12,171.14	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
601451	10/19/2023	\$55.00	DUES & SUBSCRIPTIONS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
601452	10/19/2023	\$27,721.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
601453	10/19/2023	\$0.00	VOID	1415	SAN GABRIEL VALLEY COMMERCE & CITIES CONSORTIUM
601454	10/19/2023	\$31,359.59	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601455	10/19/2023	\$2,770.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
601456	10/19/2023	\$285.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
601457	10/19/2023	\$1,328.30	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
601458	10/19/2023	\$13,910.56	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601459	10/19/2023	\$52,283.64	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
601460	10/19/2023	\$8,644.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
601461	10/19/2023	\$51.52	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
601462	10/19/2023	\$2,243.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
601463	10/19/2023	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
601464	10/19/2023	\$1,900.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
601465	10/19/2023	\$2,400.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
601466	10/19/2023	\$2,400.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
601467	10/19/2023	\$2,400.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC



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601468	10/19/2023	\$180.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
601469	10/19/2023	\$27,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
601470	10/19/2023	\$14,507.72	CONTRACT SERVICES	20070	UC REGENTS
601471	10/19/2023	\$32,773.12	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601472	10/19/2023	\$72,997.14	MACHINERY & EQUIPMENTS	3941	UNLIMITED POWER SOLUTIONS
601473	10/19/2023	\$2,183.53	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
601474	10/19/2023	\$7,875.00	DUES & SUBSCRIPTIONS	1415	SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP
601475	10/23/2023	\$1,430.10	DUE TO CALIFORNIA BUILDING STANDARDS COMMISSION	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
601476	10/23/2023	\$535.28	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
601477	10/26/2023	\$68.00	PARKS AND RECREATION	4206	JEGAN RAVICHANDRAN
601478	10/26/2023	\$225.00	TRAINING	4293	A.B.M. INTEL LLC
601479	10/26/2023	\$38.59	SUPPLIES	3533	AA TROPHY INC
601480	10/26/2023	\$2,243.00	UTILITY SERVICES	38380	AT&T
601481	10/26/2023	\$7,269.33	UTILITY SERVICES	39550	AT&T
601482	10/26/2023	\$168.21	UTILITY SERVICES	39550	AT&T
601483	10/26/2023	\$475.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
601484	10/26/2023	\$12,731.50	SUPPLIES	2676	BKM OFFICE FURNITURE
601485	10/26/2023	\$608.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
601486	10/26/2023	\$24,950.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING INC
601487	10/26/2023	\$56.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
601488	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601489	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601490	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601491	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601492	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601493	10/26/2023	\$616.50	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
601494	10/26/2023	\$4,396.28	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
601495	10/26/2023	\$2,744.79	CONTRACT SERVICES	3880	CINDYS JUMPERS, LLC
601496	10/26/2023	\$2,750.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
601497	10/26/2023	\$551.25	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
601498	10/26/2023	\$593.00	TRAINING	842	CSULB FOUNDATION



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601499	10/26/2023	\$16,505.05	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
601500	10/26/2023	\$7,930.30	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
601501	10/26/2023	\$214.39	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
601502	10/26/2023	\$168.32	TRAINING	14080	RENE ESTUPINIAN
601503	10/26/2023	\$234.24	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
601504	10/26/2023	\$7,304.76	VEHICLE MAINTENANCE/EXPENSES	3501	FAILSAFE TESTING LLC
601505	10/26/2023	\$4,793.00	DUES & SUBSCRIPTIONS	4252	FIRST ARRIVING IO INC
601506	10/26/2023	\$310.57	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
601507	10/26/2023	\$3,160.34	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
601508	10/26/2023	\$700.00	CONTRACT SERVICES	3873	CARYN GARCIA
601509	10/26/2023	\$3,445.88	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
601510	10/26/2023	\$1,630.30	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
601511	10/26/2023	\$1,522.65	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
601512	10/26/2023	\$264.58	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
601513	10/26/2023	\$683.48	SUPPLIES	2059	HASA INC
601514	10/26/2023	\$452.34	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
601515	10/26/2023	\$13,460.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
601516	10/26/2023	\$2,691.00	CONTRACT SERVICES	4295	JOLLY BOUNCERS INC
601517	10/26/2023	\$1,900.00	CONTRACT SERVICES	4219	MOHAMMED KHAN
601518	10/26/2023	\$1,900.00	CONTRACT SERVICES	4219	MOHAMMED KHAN
601519	10/26/2023	\$149.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
601520	10/26/2023	\$362.34	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
601521	10/26/2023	\$5,495.00	CONTRACT SERVICES	3401	M & J PAUL ENTERPRISES INC
601522	10/26/2023	\$759.69	SUPPLIES	790	CITY OF MONTEBELLO PETTY CASH
601523	10/26/2023	\$1,927.04	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
601524	10/26/2023	\$711.43	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
601525	10/26/2023	\$2,922.73	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
601526	10/26/2023	\$800.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
601527	10/26/2023	\$492.13	SUPPLIES	15620	OFFICE DEPOT INC
601528	10/26/2023	\$71.00	TRAINING	3890	ORANGE COUNTY SHERIFFS DEPARTMENT
601529	10/26/2023	\$1,148.00	CONTRACT SERVICES	3055	CHARLES R ONEAL



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601530	10/26/2023	\$8,773.67	CONTRACT SERVICES	3279	PROCURE AMERICA INC
601531	10/26/2023	\$349.80	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
601532	10/26/2023	\$95.00	GENERAL GOVERNMENT	4292	GLORIA SALAZAR
601533	10/26/2023	\$1,146.00	TRAINING	43150	SAN BERNARDINO COUNTY SHERIFFS DEPARTMENT
601534	10/26/2023	\$1,116.68	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
601535	10/26/2023	\$423.30	CONTRACT SERVICES	673	SILVER & WRIGHT LLP
601536	10/26/2023	\$217.69	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
601537	10/26/2023	\$504.91	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
601538	10/26/2023	\$168.37	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
601539	10/26/2023	\$81,919.68	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
601540	10/26/2023	\$11,419.10	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
601541	10/26/2023	\$370.05	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
601542	10/26/2023	\$1,395.00	CONTRACT SERVICES	1312	SWANK MOTION PICTURES INC
601543	10/26/2023	\$3,316.17	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
601544	10/26/2023	\$3,000.00	CONTRACT SERVICES	4294	TRAINS ON THE MOVE
601545	10/26/2023	\$390.87	SUPPLIES	45120	ULINE INC
601546	10/26/2023	\$4,653.86	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
601547	10/26/2023	\$375.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
601548	10/26/2023	\$597.36	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
601549	10/26/2023	\$22,170.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
601550	10/26/2023	\$5,887.50	CONTRACT SERVICES	1087	MYRNA CASTANON
CHECK TOTAL		\$832,990.19			
GRAND TOTAL		\$1,926,803.82			



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.

NOVEMBER 13TH**SPECIAL JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING**

Item #	Description	Session	Department	Presenter
	<i>General Plan Update - Location TBD</i>	Regular Business	Planning	Joseph Palombi

NOVEMBER 22ND**SPECIAL CITY COUNCIL MEETING**

Item #	Description	Session	Department	Presenter
	Approval of City Manager Contract	Consent	City Attorney's Office	Arnold Glasman
	<i>Tentative - PLA Agreement</i>	<i>Consent</i>	<i>City Attorney's Office</i>	<i>Arnold Glasman</i>

**City Council Forecasted Agenda Calendar - December****DECEMBER 13TH**

Item #	Description	Session	Department	Presenter
	City Council Reorganization	Regular Business	Administration	Acting CM Salazar
	Minutes	Consent.	Administration	Acting CM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael Solorza